# EXHIBIT A

270,233-B

Cause No.

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650 FRONTIER LLC,	IN THE DISTRICT COURT
Plaintiff, )	
v. ) SENG C. LIN, LIMEI LIN, PAINE C. ) BOUN, and CLARA BOUN, )	OF BELL COUNTY, TEXAS
Defendants.	146TH JUDICIAL DISTRICT

#### **PLAINTIFF'S ORIGINAL PETITION**

Plaintiff 650 Frontier LLC ("Lender") files this Original Petition against Seng C. Lin, Limei Lin, Paine C. Boun, and Clara Boun (collectively, "Guarantors"), states as follows:

#### I. DISCOVERY CONTROL LEVEL

1. Lender intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.3 because this suit seeks monetary relief in excess of \$50,000.

#### II. PARTIES, JURISDICTION, AND VENUE

- 2. Lender is Delaware limited liability company. Guarantors owe Lender more than \$2.8 million pursuant to written guaranties made by Guarantors in connection with a commercial mortgage loan owned by Lender.
- 3. Seng C. Lin is an adult individual amenable to service at 1032 S. Hildago Avenue, Alhambra, California 91801.
- 4. Limei Lin is an adult individual amenable to service at 511 W. Newby Avenue.

  San Gabriel, California 91776.
- 5. Paine C. Boun is an adult individual amenable to service at 511 W. Newby Avenue, San Gabriel, California 91776.



- 6. Clara Boun is an adult individual amenable to service at 1032 S. Hildago Avenue.

  Alhambra, California 91801.
- 7. The Court has personal jurisdiction over the Guarantors because they (1) are the owners of a limited liability company organized under the laws of Texas, through which they own and operate a shopping center located in Bell County, Texas, (2) guaranteed payment of the indebtedness owned by Lender, which debt was used by Guarantors to finance their acquisition of the shopping center in Bell County, Texas, and (3) contractually agreed in their loan documents with Lender, both personally and on behalf of their company, to submit to jurisdiction in Bell County, Texas, in the event that they defaulted on the loan.
- 8. Venue is proper in this Court pursuant to Section 15.020(b) of the Texas Civil Practice and Remedies Code because Guarantors contractually agreed to venue in Bell County, Texas. Venue is also proper in Bell County, Texas under Section 15.002(a)(1) of the Texas Civil Practice and Remedies Code because all or a substantial part of the events or omissions giving rise to the claims occurred in Bell County, Texas. Specifically, Guarantors are the owners of a limited liability company that owns and operates a shopping center in Bell County, Texas.
- 9. The amount in controversy is in excess of the minimum jurisdictional limit of this Court.

#### III. THE LOAN TRANSACTION

- 10. On or about October 7, 2008, Mark One Capital, Inc. ("Original Lender") made a \$2.9 million loan (the "Loan") to Eagle Eyes Investments LLC, a Texas limited liability company ("Borrower").
  - 11. Guarantors are the sole owners of Borrower.

- 12. In connection with the Loan, Borrower and Original Lender entered into a Business Loan Agreement dated October 7, 2008 (the "Loan Agreement"). A true and correct copy of the Loan Agreement is attached hereto as Exhibit A.
- 13. In connection with the Loan, Borrower signed a Promissory Note dated October 7, 2008, in the original principal amount of \$2,900,000.00 (the "Note"). A true and correct copy of the Note is attached hereto as Exhibit B.
- 14. In connection with the Loan, Borrower signed a Deed of Trust dated October 7, 2008 (the "Deed of Trust").
- 15. Under the Deed of Trust, Borrower granted to Original Lender a lien on that certain shopping center located at 4305 South 31<sup>st</sup> Street, Temple, Texas, commonly known as 31<sup>st</sup> Street Crossing. A true and correct copy of the Deed of Trust is attached hereto as **Exhibit** C.
- 16. In connection with the Loan, Borrower signed an Assignment of Rents dated October 7, 2008 (the "ALR"). A true and correct copy of the ALR is attached hereto as Exhibit D.
- 17. In connection with the Loan, Seng Lin signed a Commercial Guaranty dated October 8, 2008 (the "Seng Lin Guaranty").
- 18. Under the Seng Lin Guaranty, Seng Lin absolutely and unconditionally guaranteed repayment of the indebtedness owed by Borrower under the Loan Agreement. Note, Deed of Trust, and ALR. A true and correct copy of the Seng Lin Guaranty is attached hereto as Exhibit E.
- 19. In connection with the Loan, Limei Lin signed a Commercial Guaranty dated October 8, 2008 (the "Limei Lin Guaranty").

- 20. Under the Limei Lin Guaranty, Limei Lin absolutely and unconditionally guaranteed repayment of the indebtedness owed by Borrower under the Loan Agreement, Note, Deed of Trust, and ALR. A true and correct copy of the Limei Lin Guaranty is attached hereto as Exhibit F.
- 21. In connection with the Loan, Paine Boun signed a Commercial Guaranty dated October 8, 2008 (the "Paine Boun Guaranty").
- 22. Under the Paine Boun Guaranty, Paine Boun absolutely and unconditionally guaranteed repayment of the indebtedness owed by Borrower under the Loan Agreement, Note. Deed of Trust, and ALR. A true and correct copy of the Paine Boun Guaranty is attached hereto as Exhibit G.
- 23. In connection with the Loan, Clara Boun signed a Commercial Guaranty dated October 8, 2008 (the "Clara Boun Guaranty").
- 24. Under the Clara Boun Guaranty, Clara Boun absolutely and unconditionally guaranteed repayment of the indebtedness owed by Borrower under the Loan Agreement, Note. Deed of Trust, and ALR. A true and correct copy of the Clara Boun Guaranty is attached hereto as Exhibit H.
- 25. The Seng Lin Guaranty, Limei Lin Guaranty, Paine Boun Guaranty, and Clara Boun Guaranty are sometimes hereinafter referred to collectively as the "Guaranties."
- 26. The Loan Agreement, Note, Deed of Trust, ALR, and Guaranties are sometimes hereinafter referred to collectively as the "Loan Documents."
- 27. Original Lender assigned the Loan and Loan Documents to Bank of the West ("Interim Lender").

#### IV. THE FORBEARANCE AGREEMENT

- 28. Borrower, Guarantors, and Interim Lender entered into a Modification and Forbearance Agreement dated December 5, 2011 (the "Forbearance Agreement"). A true and correct copy of the Forbearance Agreement is attached hereto as Exhibit I.
- 29. In the Recitals of the Forbearance Agreement, Guarantors admitted their execution of the Guaranties.
- 30. In Section 1 of the Forbearance Agreement, Interim Lender agreed to accept interest-only payments under the Note until December 5, 2012, with the regular monthly payment amounts called for under the Note again being due on and after January 5, 2013.
- 31. In Section 2 of the Forbearance Agreement, Guarantors admitted that they guaranteed Borrower's obligations under the Loan Documents.
- 32. In Section 3 of the Forbearance Agreement, Guarantors confirmed that they did not have any defenses with respect to the Guaranties.
- 33. After execution of the Forbearance Agreement, but before expiration of the interest-only forbearance term on January 5, 2013, Interim Lender assigned the Loan and Loan Documents to Lender.
  - 34. Lender is the current holder and owner of the Loan and Loan Documents.

#### V. POST-FORBEARANCE DEFAULT

- 35. Borrower failed to make to Lender the regularly scheduled payments due under the Note for the months of January 2013 through July 2013.
- 36. Borrower is in default under the Loan Documents for its failure to make payments to Lender as and when due.

- 37. On July 19, 2013, Lender accelerated the indebtedness owed under the Loan Documents.
- 38. Borrower and Guarantors were provided notice of Borrower's payment defaults and Lender's acceleration in letters dated July 19, 2013, and December 19, 2013.
- 39. Lender demanded payment of the accelerated indebtedness in the July 19 and December 19, 2013, letters. A true and correct copy of the July 19, 2013, letter is attached hereto as **Exhibit J**. A true and correct copy of the December 19, 2013, letter is attached hereto as **Exhibit K**.
  - 40. Borrower and Guarantors have failed to pay the accelerated indebtedness in full.
- 41. The following amounts were due and owing under the Loan Documents as of January 5, 2014, excluding fees and costs incurred by Lender in connection with attempting to collect the amounts due under the Loan Documents:

Principal:	\$2,693,142.08		
Nondefault Interest:	\$89,709.90		
Default Interest:	\$36,030.86		
Late Charges:	\$2505.17		
Total:	\$2,821,388.01		
1 otal:	\$2,821,388.9		

- 42. Nondefault interest has accrued since January 5, 2014, and continues to accrue, at the per diem rate of \$499.06.
- 43. Default interest has accrued since January 5, 2014, and continues to accrue, at the per diem rate of \$391.72.

- 44. Borrower filed bankruptcy on January 6, 2014; however, none of Guarantors have filed bankruptcy.
- 45. Lender has received payments from Borrower through the bankruptcy totaling \$53,533.04, with \$8,716.64 of that amount being earmarked, at the direction of the bankruptcy court, to pay real estate taxes owed by Borrower for the shopping center.

#### VI. COUNT I - SUIT ON A GUARANTY (SENG LIN GUARANTY)

- 46. Lender hereby incorporates by reference the factual allegations contained in the preceding paragraphs.
- 47. Under the Seng Lin Guaranty, Seng Lin guaranteed repayment of the accelerated indebtedness owed under the Loan Documents.
- 48. All conditions precedent to the bringing of this action on the Seng Lin Guaranty have occurred or have been waived.
- 49. Under the Seng Lin Guaranty, Seng Lin agreed to pay all fees and costs, including attorney's fees, incurred by Lender in connection with collection of the amounts owed under the Seng Lin Guaranty.
- 50. Lender has incurred, and will continue to incur, fees and costs, including attorney's fees, in connection with collection of the amounts owed under the Seng Lin Guaranty.

WHEREFORE, Lender prays for the entry of money judgment on Count I against Seng Lin in the following amounts:

- a. Principal in the amount of \$2,693,142.08;
- b. Nondefault interest as of January 5, 2014, in the amount of \$89,709.90;
- c. Nondefault interest from January 6, 2014, through the date of entry of judgment at the rate of \$499.06 per diem;

- d. Default interest as of January 5, 2014, in the amount of \$36,030.86:
- e. Default interest from January 6, 2014, through the date of entry of judgment at the rate of \$391.72 per diem;
  - f. Late charges in the amount of \$2505.17;
- g. Less the portions of the payments received from Borrower through the bankruptcy that are not earmarked to pay Borrower's real estate taxes;
- h. Plus all fees and costs, including attorney's fees, incurred by Lender in connection with protection of its collateral or collection of the amounts owed under the Loan Documents; and
  - i. Plus post-judgment interest.

#### VII. COUNT II – SUIT ON A GUARANTY (LIMEI LIN GUARANTY)

- 51. Lender hereby incorporates by reference the factual allegations contained in the preceding paragraphs.
- 52. Under the Limei Lin Guaranty, Limei Lin guaranteed repayment of the accelerated indebtedness owed under the Loan Documents.
- 53. All conditions precedent to the bringing of this action on the Limei Lin Guaranty have occurred or have been waived.
- 54. Under the Limei Lin Guaranty, Limei Lin agreed to pay all fees and costs, including attorney's fees, incurred by Lender in connection with collection of the amounts owed under the Limei Lin Guaranty.
- 55. Lender has incurred, and will continue to incur, fees and costs, including attorney's fees, in connection with collection of the amounts owed under the Limei Lin Guaranty.

WHEREFORE, Lender prays for the entry of money judgment on Count II against Limei Lin in the following amounts:

- a. Principal in the amount of \$2,693,142.08;
- b. Nondefault interest as of January 5, 2014, in the amount of \$89,709.90:
- c. Nondefault interest from January 6, 2014, through the date of entry of judgment at the rate of \$499.06 per diem;
  - d. Default interest as of January 5, 2014, in the amount of \$36,030.86;
- e. Default interest from January 6, 2014, through the date of entry of judgment at the rate of \$391.72 per diem;
  - f. Late charges in the amount of \$2505.17;
- g. Less the portions of the payments received from Borrower through the bankruptcy that are not earmarked to pay Borrower's real estate taxes;
- h. Plus all fees and costs, including attorney's fees, incurred by Lender in connection with protection of its collateral or collection of the amounts owed under the Loan Documents; and
  - i. Plus post-judgment interest.

#### VIII. COUNT III - SUIT ON A GUARANTY (PAINE BOUN GUARANTY)

- 56. Lender hereby incorporates by reference the factual allegations contained in the preceding paragraphs.
- 57. Under the Paine Boun Guaranty, Paine Boun guaranteed repayment of the accelerated indebtedness owed under the Loan Documents.
- 58. All conditions precedent to the bringing of this action on the Paine Boun Guaranty have occurred or have been waived.

- 59. Under the Paine Boun Guaranty, Paine Boun agreed to pay all fees and costs, including attorney's fees, incurred by Lender in connection with collection of the amounts owed under the Paine Boun Guaranty.
- 60. Lender has incurred, and will continue to incur, fees and costs, including attorney's fees, in connection with collection of the amounts owed under the Paine Boun Guaranty.

WHEREFORE, Lender prays for the entry of money judgment on Count III against Paine Boun in the following amounts:

- a. Principal in the amount of \$2,693,142.08;
- b. Nondefault interest as of January 5, 2014, in the amount of \$89,709.90;
- c. Nondefault interest from January 6, 2014, through the date of entry of judgment at the rate of \$499.06 per diem;
  - d. Default interest as of January 5, 2014, in the amount of \$36,030.86;
- e. Default interest from January 6, 2014, through the date of entry of judgment at the rate of \$391.72 per diem;
  - f. Late charges in the amount of \$2505.17;
- g. Less the portions of the payments received from Borrower through the bankruptcy that are not earmarked to pay Borrower's real estate taxes;
- h. Plus all fees and costs, including attorney's fees, incurred by Lender in connection with protection of its collateral or collection of the amounts owed under the Loan Documents: and
  - i. Plus post-judgment interest.

#### IX. COUNT IV – SUIT ON A GUARANTY (CLARA BOUN GUARANTY)

- 61. Lender hereby incorporates by reference the factual allegations contained in the preceding paragraphs.
- 62. Under the Clara Boun Guaranty, Clara Boun guaranteed repayment of the accelerated indebtedness owed under the Loan Documents.
- 63. All conditions precedent to the bringing of this action on the Clara Boun Guaranty have occurred or have been waived.
- 64. Under the Clara Boun Guaranty, Clara Boun agreed to pay all fees and costs, including attorney's fees, incurred by Lender in connection with collection of the amounts owed under the Clara Boun Guaranty.
- 65. Lender has incurred, and will continue to incur, fees and costs, including attorney's fees, in connection with collection of the amounts owed under the Clara Boun Guaranty.

WHEREFORE, Lender prays for the entry of money judgment on Count IV against Clara Boun in the following amounts:

- a. Principal in the amount of \$2,693,142.08;
- b. Nondefault interest as of January 5, 2014, in the amount of \$89,709.90;
- c. Nondefault interest from January 6, 2014, through the date of entry of judgment at the rate of \$499.06 per diem;
  - d. Default interest as of January 5, 2014, in the amount of \$36,030.86:
- e. Default interest from January 6, 2014, through the date of entry of judgment at the rate of \$391.72 per diem;
  - f. Late charges in the amount of \$2505.17;

- g. Less the portions of the payments received from Borrower through the bankruptcy that are not earmarked to pay Borrower's real estate taxes;
- h. Plus all fees and costs, including attorney's fees, incurred by Lender in connection with protection of its collateral or collection of the amounts owed under the Loan Documents: and
  - i. Plus post-judgment interest.

Respectfully submitted,

#### POLSINELLI PC

By: Is/ James Billingsley

James Billingsley State Bar No. 00787084

Caitlin J. Morgan State Bar No. 24074757

2501 N. Harwood Street, Suite 1900

Dallas, Texas 75201

Telephone: (214) 397-0030 Facsimile: (214) 397-0033 jbillingsley@polsinelli.com cmorgan@polsinelli.com

ATTORNEYS FOR 650 FRONTIER LLC

District Court - Bell County, TX

Deputy Lacey Martindale

Borrower:

EAGLE EYES INVESTMENTS LLC 4306 South 31st Street Temple, TX 78602

Londer:

Mark One Capital Inc. Corparate Office 19800 MecArthur Blvd. Suita 150 livine, CA 92612

THIS BUSINESS LOAN AGREEMENT dated October 7, 2008, is made and executed between EAGLE EYES (NYESTMENTS LLC | Borrower") and Mark One Capitel, Inc. ("Leader") on the following terms and conditions. Sections is acceleral prior commercial loans from Landor or has applied to Leader for a commercial loan or trans or other financial accommodations, including those which may be described on any exhibit or schedule ettached (a this Agreement. Barrawer understands and agrees that; IAI in greating, renowing, or extending any Loun, Londor is relying upon Borrower's representations, werenties, and openments as set forth in this Agreement; (8) the greating, returning, or extending of any Lean by Lander at all times shall be subject to Lander's sale judgment and discretion, and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Apparations shall be effective as of October 7, 2008, and shall continue in rull force and effect until such time at all of Bostovier's Luanz in lavor of tender lieve bees paid in full, including principal, interest, costs, expenses, attorneys' less, and other fees and otherges. Dr until November 5, 2013.

CONDITIONS PRECEDENT TO EACH AGYANCE. Lender's colligation to make the Initial Advance and each subsequent Advance under this Appearant shall be subject to the fulfillment to Landar's satisfaction of all of the candidans set torth in this Appearant and in the Aplantid Doguments.

Loss Comments. Bostower shall provide to Lender the following discoments for the Loss: (1) If e fiote: (2) Security Accesses is Planting to Lends: security interests in the Colleters; (3) thencing statements and all other documents perfectly by Lender's Security interests; (4) evidence of insulance as required below: (5) greaterists; (6) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counset.

Borrower's Authorization. Borrower shall have provided in lawn and substance satisfactory to Center properly certified resolutions, doly subhorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided auch other resolutions, suthorizations, documents and instruments as Londar or its equinal, may require.

Payment of Fees and Expenses. Corrower shall have paid to Lander all least, charges, and other expanses which are man doe and payable as specified in this Agreement or any fielded Document.

Representations and Warrenties. The representations and warranties set forth to this Agreement, in the Bulated Ducumants, and in any ducument or confidence delivered to Lander under this Agreement ore true and current.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPAESENTATIONS AND WARRANTIES. Burrower represents and waitens to Lender, as of the date of this Agreement, as of the date of this Agreement, as of the date of the disbursament of Toan proceeds, as of the date of any renoved, extension or modification of any Losn, and at all limes any indebtations exists:

Organization. Borrower is a limited liability company which is, and at all times shall be, duly organized, woldly existing, and in good standing under and by virtue at the laws of the State of Toxas. Borrower is duly epihorized to transact business in all other states in which standing under and by yetue of the late of lease. But over it duly eighbrized to traves to business in elector state of lease. But over it doing business, Specifically, But over all necessary filings, povernmental flooress and approvals to each state in which doing business. Specifically, But over is, and et all times shall be, duly qualified as a loreign immed liability company is all states in which the islust to so qualify would have a material edverse effect on its business or linencies cundition. But over and authority to may its proporties on and to transact the business in which it is presently engaged or presently proposes to snoage. But over and substitute of an authority to make a designated otherwise in writing, the principal office is the efficient 4305 South that Street, femple, TX 78502. Unless Bottower has designated otherwise in writing, the principal office is the efficient which doubt business in the continued has designated otherwise in writing, the principal content of the principal content is the effect of any strongs in the location of Bottower's state of organization or any change in Bottower's and. On the principal content and the principal conte things necessary to preserve and to keep in full force and effect his existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority in court applicable to Borrower and Barrower's business sclivilits.

Assumed Business Names. Borrower has tiled or recorded all documents or (librigs required by law relating to all assumed business usines used by Boslower. Excluding the name of Boslower, the following is a complete ket of all assumed business names under which Boslower does business: None-

Authorization. Bostower's execution, delivery, and performance of this Agreement and all the Related Occuments have been duly outhorized by all necessary action by Bostower and do not conflict with, togoli in a violation of, or constitute a default under 11) only provision of [6] Bostower's esticles of organization or membership agreements, or [6] boy agreement or other instrument binding upper Burrower or (2) any law, governmental regulation, court decree, or order applicable to Burrower or to Burrower's properties.

Financial information. Each of Borrower's financial statements supplied to Lander truly and completely disclosed Borrower's financial condition as of the dete at the statement, and there has been no material adverse change in Borrower's (inancini condition autosequent to the date of the most recent financial eleterent supplied to Lender. Borrovor has no material comingent obligations except as disclosed in such (krancial statements.

Logal Effect. This Apreciant constitutes, and any leatmonent or agreement Optrover is required to give under this Agreement when dalivered will constitute legal, valid, and binding obligations of Botrovies enforceshin against Botrovier in accordance with Itiels temperative terms.

Properties. Except as contempiated by this Agreement or as praviously disclosed in Borrowet's financial statements or in voting to Lendar and as accepted by Londer, and except for property tax lions for toxes not presently due and payable. Borrower owns and has good little to all of Borrower's properties free and clear of all Security Interests, and these may executed any security decuments or livencing statements. islating to such properties. All of Borrower's properties are thind in Corrower's legal name, and Corrower has not used or lited a Inversiry statement under any other name (or at least the last two ISI years.

Hazardovs Substances. Except as disclosed to and acknowledged by Lender in widing, Borrower represents and warrants that: (1) During the period of Borroyor's avvisible of the Cultimat, there has been no use, generation, manufacture, storage, treatment, disposal, where or threatened release of any Herardous Substance by any person on, under, about or from any of the Collision. (2) Dorrower has no knowledge of, or reason to believe that there has been (at any breach or violation of any Environmental Laws: (b) any use, generation. manufacture, storage, treatment, disposel, release or threatened release of any Hazardous Substance on, under, about or liber like Colleteral by any prior owners or occupants of any of the Colleteral; or [c] any actual or threatened inigation or claims at any kind by any person relating to such methris. (3) Neither Borrower not any lenont, contractor, agent or other emborited user of any of the Colleges shall use, generate, manufacture, store, frest, dispose of or release any Hezardous Substance or, under, about or from any of the Colleges; and any such activity shall be conducted in compliance with all applicable federal, state, and lucal leves, regulations, and sidinances, including without limitation all Environmental Laws. Horrower authorizes Lender and its appois to enter upon the Culturaria (a make such inspections and tests as Lender may deem appropriate to desertaine compliance of the Culturaria with this rection of the Agreement. Any inspections or tests meds by Lander shall be at Borrower's expense and for tender's purposes only and shall not be construct to meets any responsibility or liability on the part of Lander to Surrower or to any other person. The representations and wayenhas contained herein are based on Borrower's due diligance in investigating the Colleteral for hererdous waste and Hererdous Substances. Borrower hereby [1] releases and waives any future claims against Lander for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and [2] agrees to Indemnity, defend, and hold hererlies Lander against any and all claims, losses, liabilities, damages, pensities, and expenses which Lander may directly or indirectly sustain or suffer testilling from a breach of this section of the Agreement or as a consequence of any use, generation, monisfecture, storage, despecial, release or threatened release of a hazardone waste or substence on the Constead, The provisions of this section of the Agreement, including the obligation to indemnity and defend, shall survive the payment of the Indebtedness and the termination, expiration of antisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, vibether by foraciasure or uthersylse.

Litigation and Claims. No Eugation, claim, invastigation, automistrative proceeding or similar action linelating those for unpaid jaxee! against Betrover is panding of threatened, and no other event his occurred which may materially adversely affect Burnaver's funancial condition or properties, other than hilligation, clauses, or other events, if any, that have been disclosed to and acknowledged by Lender in withou

Taxes. To the best of Borrower's knowledge, all of flurrower's tax rations and reports that we or were required to be bled, have been called and all taxes assessments and other covernostial characters have been called in bill, except this creation by him or to be contagred by

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BUSINESS LOAN AGREEMENT (Continued)

Loan No: 4790042196 (Continued) Page 2

Borrower in good faith in the ordinary course of husiness and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or industrily securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lander's Security interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Occuments are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Bostower covenents and agrees with Lender that, so long as this Agreement termines in effect. Business will

Notices of Claims and Likigation. Promptly inform Lendot in writing of [1] all metallal advorse changes in Borrower's financial condition, and [2] all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Burrower or any Guaranter which could materially affect the financial condition of Verrower or the financial condition of any Guaranter.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit trades to measure and audit forcewer's books and records at all reasonable times.

Financial Statements, Furnish Landar with the following:

Annual Statements. As soon as available, but in no event later than one-hundred-twonty (120) days after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, prepared by Borrower.

Tex Returns. As abon as available, but in no event later than one-hundred awanty (120) days ofter the applicable bring date for the tax reporting period epided, Federal and other payer mental tex returns, prepared by Bostower.

Additional Requirements. Borrower to provide control and/or lease call for subject property and an annual basis.

Borrower to provide all new leases, lease ronewals, extensions and modification for the subject property.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and borrect.

Additional information. Furnish such additional information and statements, as Lendar may request from time to tinu.

Insurance. Maintem fire and other risk ineurance, public liability insurance, and soch other methance as Lander may require with respect to Borrower's projecties and operations, in form, amounts, and coverages reasonably acceptable to Lender and by insurance companies authorized to transact horizons in Texas. BORBOWER MAY FURNISH THE INSURANCE REQUIRED BY THIS AGRERMENT WHETHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY BORROWER OR THROUGH EQUIVALENT COVERAGE FHOM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN TEXAS. Borrower, upon request of Lender, will deliver to Lunder from time the policies or certificates of insurance in form satisfactory to Lander, including shipplantons that coverages will not be cancelled or diminished without at feast ten (10) days grior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, ornission or default of Borrower or any other passon. In connection with all policies covering assets in which kender holds or is offered a security interest for the Leans, Borrower will provide Lender with such femder's loss payable or other endorsements as Lander may require.

Insurence Reports. Furtish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: 11) the name of the insurer: (2) the risks insured: (3) the amount of the policy: (4) the properties insured; (6) the then current property values on the basis of which insurance has been obtained, and the manner of determining flore values; and (6) the expiration date of the policy. In addition, upon request of Lender Rowser and more often than enmostly), Borrower will have an independent appreter satisfactory to Lender determine, as applicable, the actual cash value or regiscement cost of any Cullaterel. The cost of such appreted shell be paid by Sonower.

Guarantes. Prior to distrusement of any loan proceeds, lumish executed guaranties of the Loans in favor of Lender, executed by the guarantees named below, on Lender's forms, and in the amounts and under the conditions set forth in those guaranties.

Amounts	
Unijmited	
Unlimited	
Unified ted	
Unimited	

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, hotween Borrover and any other party and notify Lender Jamediatory in writing of any default in connection with any other such agreements

Loan Proceeds. Use all Loan proceeds solely for Borrawer's business operations, unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Lians. Pay and discharge when due off its Indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, lawks and lians, of every kind and nature, imposed upon Borrover or its properties, income, or profiles, prior to the date on which penalities would attach, and all taxeful chains that, if unpoint, night become a lian or charge upon any of Sorrovar's properties, income, or profiles. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, lavy, hen or claim so long as 111 the legably of the same shall be contested in good laith by appropriate proceedings, and 12) florrower whall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, lavy, fran, we obtain in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agraement, in the Related Documents, and in all other instruments and agreements between Borrower and Lander. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the prepurit executive and management personnel; provide written notice to Lender of any change in executive and management personnel; provide written notice to Lender of any change in executive and management personnel; provide written notice to Lender of any change in executive and management personnel; provide written notice to Lender of any change in executive and management personnel; provide written notice to Lender of any change in executive and management personnel; provide written notice to Lender of any change in executive and management personnel; provide written notice to Lender of any change in executive and management personnel; provide written notice to Lender of any change in executive and management personnel; provide written notice to Lender of any change in executive and management personnel; provide written notice to Lender of any change in executive and management personnel; provide written notice to Lender of any change in executive and management personnel; provide written notice to Lender of any change in executive and management personnel.

Environmental Stedies. Premptly conduct and complete, at Bottower's expense, cil such investigations, studies, samplings and testings as may be requested by I entitle or any governmental authority relative to any substance, or any waste or by product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting may properly or any facility nymed, leased or used by Bottower.

Compliance with Governmentel Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the condoor of Bolrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Art. Borrower may context in good faith any such law, orthogones, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has antitled tender; in writing prior to doing so and so long as, in Lender's sole opinion, Londer's interest in the Collateral ere not proportized. Update may require Borrower to past adequate security or a surety bond, reasonably satisfactory to tender, to protect Lander's interest

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and at Colleteral for the Liera or hours and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make conies and inemarish of Borrower's books, accounts, and records. If Borrower new or at any time hereafter maintains any records linchalting uniform Similation computer generated records and computer software programs for the generation of such records in the passassion of a local native. Borrower, upon request of Lender, shall notify such party to patroit Lender tree access to such records at all massassible times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Course or period to exist, as a result of an intentional or unintentional section in omission on Borrower's part of on the part of any third party, an property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, orders such environmental activity is pursuant to and in compliance with the conditions of a parmit issued by the appropriate lederal, state or lucal governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after remaint thereof a copy of any nature, summons, lian, citation, directive, letter or other communication from any governmental agency or instrumentally concerning any infunduals or universational action or unission on Borrower's part in connection with any environmental activity whether or not there is damage to the environmental and/or when returned resources.

Additional Assurances. Make, execute and doživor to Lender such promissory notes, mortgages, deeds of trust, security agreements,

Luan No: 4790042196 (Continued) Page 3

assignments, inancing statements, instruments, decuments and other agreements as tender or as attember may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

LENDER'S EXPENDITURES. It any action or proceeding is commenced that would materially affect Londer's interest in the Collateral or at Borrower felts to compty with any provision of this Agreement or eny Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under the Agreement or any feletaet Documents. Londer on Berrower's behalf may four ental not be obligated to take any action that Lender deems appropriate, including but not limited to discharging or paying all takes, livins, security interests, encombinates and other claims, at any time leved or any Collateral and poying all costs for insuring, maintaining and preserving any Collateral. All such expenditures paid by Lender for such purposes will then beer interest at the Note rate from the date paid by Lender to the date of repayment by Horrower. For the extent poundation by applicable law, all such expenses will become a part of the Indebtedness and, at Lander's option, will (A) be payable on despender) to the trabarre at the Note apportioned among and be payable with any installment payments to become during either. It is form of any applicable insurance policy, or (2) the canading term of the Note; or (C) be treated as a ballion payment which will be due and payable at the Note's canading.

NEGATIVE COVENANTS. Barrower coverants and agrees with Lender that while his Agricument is in effect. Borrower shall not, wishout the prior written consent of Lender:

indehtedness and Lians. (1) Except for trade debt incurred in the number course of husiness and indehtedness in Lender contemplated by this Agreement, create, find or assume indebtedness for bonewed money, including capital leases, (2) ask transfer, mortgage, assigns, pleage, lease, great a security interest in, or encomber any of Borrower's assets lexcept as allowed as Permitted Lians), or (3) sell with recourse any of Borrower's accounts, except to Lendes.

Continuity of Operations. [1] Engage in any business activities substantially different than those in which Borrower is presently engaged. [2] cease operations, liquidate, energe, transfer, acquire of consolidate with any other entity, change its name, dissolve or transfer or self-Collaterel out of the ordinary course of business, or [3] make any distribution with respect to any capital account, whether by reduction of capital or otherwise.

Leant, Acquisitions and Contentiat. (I) Loan, invest in or advance money or attents to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as assety or guarantee other than in the ordinary course of business.

Appearants. Bosower will not enter into any agreement containing any provisions which would be violated or heachted by the parlotmends of Burrover's obligations under this Appearant or in contraction belowith.

CESSATION OF ADVANCES. If Lender has made any continitment to make any floan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no shippion to make Loan Advances or to discusse Loan proceeds it: (A) Borrower or any Guaranter is or default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guaranter has with Loader; (B) Borrower or any Guaranter dies, becomes incompetent or becomes insolvent, tiles a petition in harkruptcy or sunder proceedings, or is adjudged a bankrupt; (C) there occurs a metatial adverse change in Borrower's financial condition, in the Illiancial condition of any Guaranter, or in the value of any Colleteral securing any Luan; or (D) any Guaranter seeks, claims or otherwise attempts to limit, modify or revoke such Guaranter's guaranty of the Loan or any other foan with Lender; or (E) Lender in good faith doesns used inceours, even though no Event of Delault shall have occurred.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other eccount). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keeph accounts, or any trust accounts for which satulf would be prohibited by law. Borrower eitherstas Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

DEFAULT. Each of the following shall constitute an Event of Dafault under this Agreement:

Payment Default, Barrover fells to make any payment when due under the Loan.

Other Defaults. Borrowar fails to comply with or to perform any other term, deligation, covenant or condition contained in this Agreement of in any of the Related Decuments or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement octores. Lands and Corrower.

Environmental Default. Failure of any party to comply with or perform when due any jarm, obligation, coverage or condition contened in any environmental apparent executed in connection with any Loan.

False Statements. Any werenty, representation or statement made or ternished to Lander by Bottower or on Bottower's habali under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading et any time thereafter.

Death or insolvency. The dissolution of Barraver tregardless of whether election to continue is madel, any member withdrays from Berraver, or any other termination of Barraver's existence as a poing distincts or the death of any member, the insolvency of Barraver, the appointment of a restitute for any part of Barraver, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Darraver.

Defective Collectrelitation. This Agreement or any of the Releted Occurrents cases to be in full force and offect finefulling failure of any collected forcement to create a valid and perfected security interest or list at any time and for any teason.

Creditor or Forteiture Proceedings. Commencement of foreclasure or forteiture proceedings, whether by judicial proceeding, self-bely, recossession or eny other method, by any creditor of Borrower or by any postumental agency against any arbitraria securing the toon. This includes a garnishment of any of Borrower executis, including depart accounts, with lender. However, this Event of Delaufi shop not apply if there is a good felth dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor of the proceeding and if Borrower gives Lender written notice of the creditor or furtailine proceeding and denosits with Lender monits of a surety bond for the creditor or forfatture proceeding, in an amount determined by Lender, in its sole discretion, as halog an administrative reserve at bond for the dispute.

Events Affecting Querenter. Any of the preceding events accurs with respect to any Guaranter of any of the Indebtedness or any Guaranter dies or becomes incomposent, or revokes or disputes the validity of, or Mability under, any Guaranty of the Indebtedness

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender befaves the prospect of payment or performance of the Loan is impaired.

insecurity. Lender in good (sith believes itself insecure.

Right to Cure. If any delault, other than a Delault on Indebtedness, is curetile and if Borrowet or Grantor, he the case may be, has not been given a notice of a similar delault within the preceding twelve (12) months, it may be dured if Borrowet or Grantor, as the case may be, after receiving written notice from Landor demanding ours of such default. (1) over the default within thirty (30) days, or (2) if the cure requires more than thirty (30) days, immediately initiate steps which Lander deems in Lander's sole discretion to be sufficient or care the default and thereafter continue and complete all reasonable and nucessary steps sufficient to produce compliance as soon as reasonably practical.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of 1 ander under this Agreement or the Related Documents or any other agreement immediately will become due and payable, all without notice of any kind to Burrower, except that in the case of an Event of Default of the type described in the Tinsolvency subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available of law, in oquity, or otherwise. Except as may be prolitically applicable faut, all of the other crights and remedies shall be cumulative and may be exercised singularly or consumenty. Execution by Lander to pursue any remains which most exclude passels of any other remains. And an all electric provides the addition of discretization of discretization of discretization of discretization of discretization and the ending of discretization of discretization of discretization of discretization of discretization and consider on obligation of discretization and considers.

ASSUMABILITY. Lender will consider requests for the assumption of this obligation by a third party, such assumption being witting the sola discription of Lender.

FURTHER ASSURANCES. Beneaver shall execute, acknowledge, and deliver, at its able cost and expense, all further acts, deeds, conveyances, assignments, estopped certificates, financing statements, transfers and assurances as tables may require from time to time in order to better assure, grant, and convey to Lander the rights intended to be granted, now or in the loture, to Lender under this instrument and train Occuments.

Lean No: 4790042198 (Continued) 9299 4

AGREEMENT TO PROVIDE ADDITIONAL DOCUMENTS. Borrower agrees to execute and acknowledge such additional documents as may be necessary or destrible in order to early out the intent and purpose of this instrument and the other Loan Decements, to confirm or establish the lien hersel, or to correct any claimst errors or 'egel defictioners. Without limiting the longging Borrower agrees to execute a replacement Note in the event the Note is lost or destroyed and to execute an amended and restrict Note to obtact any claims for other errors which may be discovered in the original Note. Failure of Borrower to comply with any request by Lander pursuant to this Section of under Section filted FURTHER ASSURANCES above within ten (10) days after written request by Lander shall constitute a material Event of Default hereunder.

MISCELLANEOUS PROVISIONS. The following injectioneous pravisions are a part of this Agreement

Amendments. This Agreement, legister with any Refeted Documents, constitutes the entire understanding and agreement of the patters as to the matters set forth in this Agreement. He affective unless given in switing and signed by the nerty or parties sought to be charged or bound by the alteration or amendment.

Attorneys' face: Expenses. Bottowes agrees to pay upon demand all of Lender's costs and expenses, including Lander's reasonable attorneys' lass and Lender's logal pagenses, included on connection with the enforcement of this Agreement. Liander may hits or new someone also to itsip anders on Agreement, and Bustavia's that keys has able to itsip anders on Agreement. It will expenses include Lander's reasonable attorneys' (see and legal expenses whether or not that a is a lawsuif, including Lender's reasonable attorneys' less and legal expenses whether or not that a is a lawsuif, including Lender's reasonable attorneys' less and legal expenses whether or modify or vacate any automatic play or injunction, appeals, and any pricipated post-judgment collection services. Borrower also shall pay all court costs and such additional less as may be directed by

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Content to Lose Participation. Bittower syres and consents to Leader's safe or transfer, whether now in later, of one or more participation instances in the Logic to one or more purplicates, whether related or unrefaced to Lender. Lender may minded without any inhibition whetspaver, to any one or more purplicates, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter refuting to the Loan, and Borrower hereby waives any rights to drivery borrower may have with respect to such matters. Borrower additionally visives any and all notices of safe of participation interests, as well as all notices of any remuchase of such participation interests. Borrower also agrees that the participation interests will be considered as the absolute owners of such participation facetests. Borrower turther waives all rights of offset or counterclain that it may have now or later against any purchases of such participation interests. Borrower turther waives all rights of offset or counterclain that it may have now or later against tender or against any purchases of such a participation interests and unconditionally agrees that either Lander or such purchases or another Borrower's obligation under the Loan Interpactive of the failure or insolvency of any holder of any interest in the Loan. Burrower defines as that Burrower day have against Lander.

Governing Law. This Agreement will be governed by federal law applicable in Landar and, to the extention promitted by federal law, the laws of the State of Taxes without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Taxes.

Choice of Yerres. If there is a lawsuit, and if the transaction evidenced by this Agreement occurred in Bell County, Borrower agrees upon Leader's request to sebral to the introduction of the counts of Bell County, State of Texas.

No Weives by Lender, I ander shall not be deemed to have walved any rights under this Agreement united such worker is given in writing and signed by bander. No deley or enfusion on the part of Lender in exercising any right shall operate as a wriver of such right or any other right. A walver by Lender of a provision of this Agreement shall not prejudies or constitute a walver of Lander's right unitervise to determed stind compliance with that prevision or any other provision of filts Agreement. No prior walver by Lender, nor any course of deeling between hander and Borrower, or between Lander and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transportance, Whenever the consent of Lender is required under this Agreement, the granter of each consent by Lender in any instance shall not constitute continuing consent to subsequent inclances where such consent is required and in all cases about consent may be granted or withhelp in the sole discretion of 2 ander.

Notices. Any nutice required to be given under this Agreement abeli be given in writing, and shall be effective when actually delivered, when actually recognized overnight couler, or, it mailed, when deposited with a nationally recognized overnight couler, or, it mailed, when deposited in the United States mail, as first class, catified at registered mail postage property, directed to the addresses shown near the heghaning of this Agreement. Any party may change its address for notices under this Agreement by giving toward written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purpose, Horrower spress to keep Lander informed at all times at Borrower's current address. Unless otherwise provided or required by law, it there is more than one Borrower, may notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Payment of Interest and Fees. Notwithstanding any other provision of this Agreement of any provision of any Belated Document, Borrower does not agree or intend to pay, and tender does not agree or intend to tharge, collect, take, reserve or receive indicatively reflected to hatein as "charge or orient", any amount in the nature of intensit or in the nature of a tes for the Loan which would many way or event finallying demand, propayment, or acceleration cause Lender to contract for, charge or collect more for the Loan than the maximum Lender would be permitted to charge or collect by any applicable federal or Texas state faw. Any such excess interest or maniformed less will, instead of anything stated to the contrary, be applied that to reduce the people principal between paid in full, be refunded to Borrower.

Severability. If a court of computent jurisdiction linds any problem of this Agreement to be likelysi, invalid, or unenforcential as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. It teasible, the offending provision shall be considered medified so that it becomes legal, valid and enforceable. If the offending provision shall be considered medified so that it becomes legal, valid and enforceable in the illegality, invalidity, or unsaferoeablely of any other provision of this Agreement and not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiates and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any regressionlation, warranty or covered, the word "Borrower" as used in this Agreement shall include all of Borrower's substidiates and offices. Notwithstanding the foregoing however, under no counstances shall tus Agreement be construed to require Lander to make any tipen or other financial accommodation in any of Borrower's substidiates, and afficient.

Successors and Assigns. All covenants and agreements by the or behalf of Borrower contained in this Agreement or any detailed Documents shalf and Borrower's successors and assigns and shalf inner to the benefit of Leuder and its successors and assigns and assigns and also lines to the benefit of Leuder and its successors and assign Borrower's rights under this Agreement or any interest therein, without the prior written content of Lander.

Survivel of Representations and Warranties. Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and coverants made by Corrower le this Agreement of in any certificate or other instrument delivered by Corrower le Lander under this Agreement or the Related Documents. Borrower luttert agrees that regardless of any investigation made by Lender, all such representations, warranties and coverants will survive the making of the Loan and relivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full funce and afford until such time as Borrower's indebtedness shall be poul in full, or until this Agreement shall be terminated in the manner provided above, whichever is the issu to occur.

Time is of the Espence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following depitalized words and terms shall have the following meanings when used in this Agreement. Datest operatedly stated to the nontrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall metude the singular, as the context may couple. Words and terms not otherwise diffined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words, and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting printinglas as in effect on the date of this Agreement:

Advance. The world "Advance" means a districtment of Loan funds made, or to be made, to Burrower or co tioprower's helialf on a line of credit or multiple advance basis under the terms and conditions of this Agraement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amounted in modified from the to time, regether with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Sonower. The word "Borrower" means EAULE EYES INVESTMENTS LLC and Includes all co-signers and co-makers storing the Note and all their successors and assigns.

Colleteral. The word "Colleteral" means all property and assets granted as colleteral security for a licen, whether real or personal property, whether granted directly or littlesetty, whether granted now or in the future, and whether granted in the future of a security interest,

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mortgage, collateral mortgage, dead of trust, essignment, pledge, crop pledge, phatial mortgage, collateral challet mortgage, chartel trust, factor's lien, equipment trust, conditional sale, trust receipt, flan, charge, lien or title retenden contract, lease or consignment intended as a seconity device, or any other security or lien interest whatsoever, whether created by issy, contract, or otherwise.

Environmental Lews. The words "Environmental Laws" mean any and all state, federal and fineal statutes, regulations and ordinances relating for the protection of fumes health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Itability Act of 1980, as amanded, 42 U.S.C. Section 8601, at seq. ("CERCEA"), the Superfund Amendments and Reputhorization Act of 1988, Pub. L. No. 99-499 ("SARA"), the Herardous Materials Transportation Act, 49 U.S.C. Section 1801, ut seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, toles, or segulations adopted pursuant thereto

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted recounting principles.

Grantor. The word "Grantor" means each and all of the persone or entities granting a Security Interest in any Collateral for the Loan, including without linetation all Borrowiers granting such a Security Interest,

Guardistor. The word "Guarantor" means any quarantor, society, or accommudation party of any or all of the Coam

Guaranty. The your "Guaranty" means the guaranty from Quarantor to Lendar, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Mazardous Substances" mean materials that, because of their normality, concentration or physical, chemical of infectious characteristics, may cause of pose a postent or potential bound to human teach or the environment when improperly used, treated, storod, disposed of, generated, membetured, transported or otherwise handled. The words "desentions Estances" are used in their very broadest sense and include without limitation any and all hazardous or taxic substances, materies or waste as defined by or issed under the Environment Lays. The term "Hazardous Substances" also includes, without limitation perturbous and participants or any facetion thereof and sobsetios.

Indebtadaces. The word "ladebtadaces" interest in the indobtadaces evidenced by the Note of Related Documents, including at prencipal and interest together with all other indebtadaces and costs and expenses for which Corrower is responsible under this Agreement or under any of the Related Documents.

Lander. The word "Lander" means Mark One Capital, Inc., its succeeded and ossigns.

Loan. The word "t, nen" means any and all loans and financial accommodations from kender to literature whether now or investigit existing, and however evidenced, including without limitation those loans and financial accommodations disacribed haven or described on any exhibit or schedule offsched to this Agreement from time to time.

Note. The world "Note" means the Note executed by EAGLE EYES INVESTMENTS LLC in the principal amount of \$7,900,000 00 stated October 7, 2008, together with all rensivals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions by the note or credit agreement.

Parmitted Liens. The words "Permitted Liens" mean (11 liens and security interests securing indebtodress owed by Borrower to Cerdor, (2) liens for taxes, assessments, or similar charges either not yet due or being contested in your failth; (1) liens of unstantanen, mechanics, werehousemen, or certiess, or other like liens erising in the ordinery course of business and securing abligations which are not yet definquent; (4) purchase money liens or purchase maney security interests upon or in any prayerty acquired or held by Borrower in the ordinery course at business to secure indebtedness oblitating on the date of this Agreement or permitted to be incurred under the pategraph of this Agreement title! Indebtedness and Liens'; (6) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those flows been disclosed to and approved by the Lender in writing; and (6) those flows and security interests which in the aggregate constitute on immosterial and insignificant monolary amount with respect to the net value of Borrower's assets.

Related Decuments. The worlds "Related Occuments" mean all promiseory notes, credit agreements, Joan agreements, environmental agreements, gueranties, security agreements, mortgages, deeds of trust, security deeds, collaters interligages, and all other instruments, episoments and documents, whether now or hercetter existing, executed in connection with the Loan.

Security Agraement. The words "Security Agreement" mean and include without limitation any equerments, promises, coverants, arrangements, understandings or other agreements, whether accolor by law, contract, or otherwise, evidencing, governing, representing, or creating or Security Interest.

Security interest. The words "Security Interest" mean, without limitation, any and all types of collected accurring present and future, whether in the form of a lien, charge, encumbrance, mortgage, dead of trust, security deed, essignment, pladge, and plattet martgage, collected martgage, collected mortgage, chartel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retardion contract, issue or consignment intended as a security device, or any other security or lien injects whatspewer whether arealed by law contract, or otherwise.

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BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED OCTOBER 1, 2008.

BORROWER;

EAGLE EYES INVESTMENTS LLC

By: 1 Danie C. Houn, Montgot of EAGLE EYES INVESTMENTS LLC	By:  Seng Un, Manager of FAGLE EYES  INVESTMENTS LLC
(ENDER;	
MARK ONE CAPITAL, INC.	
By: Authorised Signal	

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#### ' Case 6:14-cv-00206-WSS Document 1-1 Filed 06/02/14 Page 1950 Final District Clerk

#### PROMISSORY NOTE 270.233-B

Osophia (County - Bell County, TX by \_\_\_\_\_\_, Deputy Lacey Martindale

Borrower:

EAGLE EYES INVESTMENTS LLC 4305 South 31st Street

Lender:

Mark One Capital, Inc. Corporate Office 19800 MacArthur Blvd. Suite 150 Irvine, CA 92612

Principal Amount: \$2,900,000.00

Temple, TX 76502

Date of Note: October 7, 2008

PROMISE TO PAY. EAGLE EYES INVESTMENTS LLC ("Borrower") promises to pay to Mark One Capital, inc. ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Million Nine Hundred Thousand & 00/100 Dollars (\$2,900,000,00), together with interest on the unpaid principal balance from October 10, 2008, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 8,370% per amount based on a year of 360 days, until maturity. The interest rate may change under the terms and conditions of the "POST MATURITY RATE" section.

PAYMENT. Borrower will pay this loan in 59 regular payments of \$18,256.21 each and one irregular last payment estimated at \$2,731,700.26. Borrower's first payment is due December 5, 2008, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on November 5, 2013, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Landor at Lendor's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 366/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding, unless such calculation would result in a usurious rate, in which case interest shall be calculated on a per diem basis of a year of 365 or 366 days, as the case may be. All interest payable under this Note is computed using this method.

PREPAYMENT PREMIUM. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise regulated by law. Upon prepayment of this Note, Lender is entitled to the following prepayment payment: Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntarily or as a result of default), except as otherwise required by law. Any prepayment in part or in full is subject to a prepayment lee of five percent (5%) of the outstanding loan behance it said payment is received during the first year and decreasing by one percent (1%) each succeeding year of the loan. The prepayment fee provision expires 90 days prior to the maturity of the Note.

Weiver of Right to Prepay. By signing below, Borrower weives any right under state law, provided by statute or otherwise, to prepay this Note, in whole or in part, without a prepayment premium (as defined in the Prepayment Fee paragraph). Borrower acknowledges that prepayment of this Note may result in Lender's incurring additional losses, costs, expenses, and liabilities, including, but not limited to, lost revenue and lost profits. Borrower therefore agrees to pay the prepayment premium if any principal amount is prepaid (as defined in the Prepayment Fee paragraph), whether voluntarily or by reason of acceleration of the maturity date on default (including, but not limited to, acceleration on any trensfer or conveyance of any right, title, or interest in the mortgaged property giving Lender the right to accelerate the maturity of this Note as provided in the Deed of Trust), BORROWER AGREES THAT LENDER'S WILLINGNESS TO OFFER TO BORROWER THE INTEREST RATE DESCRIBED ABOVE IS SUFFICIENT AND INDEPENDENT CONSIDERATION, GIVEN INDIVIDUAL WEIGHT BY LENDER, FOR THIS WAIVER, BORROWER UNDERSTANDS THAT LENDER WOULD NOT OFFER SUCH AN INTEREST RATE TO BORROWER ABSENT THIS WAIVER.

Borrower(s) Initial(s). Except for the foregoing, Sorrower may pay all or a portion of the amount owed sealler than it is due. Prepayment in full shall consist of payment of the remaining unpaid principal belence together with all accrued and unpaid interest and all other amounts, costs and expenses for which Borrower is responsible under this Note or any uthat agreement with Lendar partialing to this loan, and in no event will florrower ever be required to pay any unearned interest. Early payments will not, unless agreed to by Lendar in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal belance due and may result in Borrower's making lewer payments. Borrower agrees not to send Lendar payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lendar may accept it without losing any of Lendar's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lendar. All writing communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendared with other conditions or iministions or as full satisfaction of a disputed amount must be mailed or delivered to: Mark One Capital, Inc.; Corporate Office; 19800 MacArthur Blvd.; Sulta 160; Irvina, CA 92612.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$15.00, whichever is greater.

POST MATURITY RATE. The Post Maturity Rate on this Note is the lasser of (A) the maximum rate allowed by law or (B) 5,000% per annum above the note rate in effect at the time of final maturity. Borrower will pay interest on all sums due after final maturity, whether by accoleration or otherwise, at that rate.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Delauli. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or te perform any other term, obligation, coverant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, coverant or condition contained in any other egreement between Lender and Borrower.

Environmental Default. Failure of any party to comply with or parform when due any term, obligation, devende or condition contained in any anvironmental agreement executed in connection with any loan.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's binhalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or lumished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of craditors, any type of craditor workset, or the commencement of any presenting under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forteiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, solf heip, repossassion or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loss. This includes a narelebment of any of Borrower's accounts, including denosts accounts, with Leader. However, this Event of Default shat

# PROMISSORY NOTE (Continued)

Loan No: 4790042196 (Continued) Page 2

not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lander written notice of the creditor or forfeiture proceeding and deposits with Lander monics or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable, it may be cured if Borrowor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire indebtedness, including the unpaid principal balance under this Note, all accrued unpaid interest, and all other amounts, costs and expenses for which Borrower is responsible under this Note or any other agreement with Lender pertaining to this loan, immediately due, without notice, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire an attorney to help collect this Note if Borrower does not pay, and Borrower will pay Lender's reasonable attorneys' fees. Borrower also will pay Lender all other amounts Lender actually incurs as court costs, lawful fees for filing, recording, releasing to any public office any instrument securing this Note; the reasonable cost actually expended for repossessing, storing, preparing for sale, and selling any security; and fees for noting a lien on or transferring a certificate of title to any motor vehicle offered as security for this Note, or premiums or identifiable charges received in connection with the sale of authorized insurance.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Texas.

CHOICE OF VENUE. If there is a lawsuit, and if the transaction evidenced by this Note occurred in Bell County, Borrowor agrees upon Lender's request to submit to the jurisdiction of the courts of Bell County, State of Texas.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keagh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or satoff all sums owing on the indebtedness against any and all such accounts.

COLLATERAL. Borrower acknowledges this Note is secured by the following collateral described in the security instruments listed herein:

- (A) a Dead of Trust dated October 7, 2008, to a rustes in layor of Lender on real property located in Ball County, State of Texas.
- (B) on Assignment of All Rents to Lender on real property located in Ball County, State of Texas,

ASSUMABILITY. Lender will consider requests for the assumption of this obligation by a third party, such assumption being within the sole discretion of Lender.

ADDRESS VERIFICATION. An exhibit, titled "Address Verification," is attached to this Note and by this reference is made a part of this Note just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Note.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inute to the bonefit of Londer and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: Mark One Capital, Inc., Corporate Office, 19800 MacArthur Blvd., Suite 150, Irvine, CA 92612.

GENERAL PROVISIONS. NOTICE: Under no circumstances (and notwithstanding any other provisions of this Note) shall the interest charged, collected, or contracted for on this Note exceed the maximum rate permitted by law. The term "maximum rate permitted by law" as used in this Note means the greater of (a) the maximum rate of interest permitted under federal or other law applicable to the indebtadnoss evidenced by this Note, or (b) the higher, as of the date of this Note, of the "Weekly Ceiling" or the "Quarterly Ceiling" as referred to in Sections 303.002. 303.003 and 303.006 of the Texas Finance Code. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Horrower does not agree or intend to pay, and Lender does not agree or intend to contract for, charge, collect, take, reserve or receive icallectively referred to herein as "charge or collect"), any amount in the nature of interest or in the nature of a fee for this loan, whilst would in any way or event lincluding demand, prepayment, or acceleration! cause Lender to charge or collect more for this toen than the maximism Lendar would be permitted to charge or collect by federal law or the law of the State of Texas (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this foan, and when the principal has been paid in full, be refunded to Borrower. The right to accelerate maturity of sums due under this Note does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Lender does not intend to charge or collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid to Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by applicable lew, be amortized, prorated, allocated and spread throughout the full term of the form evidenced by this Note until payment in full so that the rate or amount of interest on account of the loan evidenced hereby doos not exceed the applicable usury ceiling. Lendor may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Burrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, clement for payment, notice of dishanor, notice of intent to accelerate the maturity of this Note, and notice of acceleration of the maturity of this Note. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, quaranter, accommodation maker or andorser, shall be released from liability. All such parties agree that Lender may renew or exterio (repeatedly and for any length of time) this loan or release any party or gueranter or collateral; or impair, fall to realize upon or perfect Lender's security interest in the collateral without the consent of or notice to anyone. All such parties also agree that Lender may modify this foan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

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**PROMISSORY NOTE** (Continued)

Loan No: 4790042196 Page 3

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

EAGLE EYES INVESTMENTS LLC

Paine C. Boun, INVESTMENTS LLC

Seng C. Lin, INVESTMENTS LLC EAGLE EYES Manager of

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#### **ALLONGE**

PROMISSORY NOTE DATE: OCTOBER 3, 2008 BORROWER: EAGLE EYES INVESTMENTS LLC

PAY TO THE ORDER OF BANK OF THE WEST, A CALIFORNIA BANKING CORPORATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE, MARK ONE CAPITAL, INC. HEREBY ASSIGNS ALL INTEREST IN ALL AGREEMENTS AND DOCUMENTS RELATED TO THIS NOTE OR SECURITY PROVIDED ANY THEREFOR, INCLUDING WITHOUT LIMITATION ASSIGNMENTS OR SECURITY AGREEMENTS TO BANK OF THE WEST, A CALIFORNIA BANK CORPORATION, AND ITS SUCCESSOR AND ASSIGNS, WITHOUT RECOURSE.

MARK ONE CAPITAL, INC.

DI:

DATED:

### DEED OF TRUST (Continued)

Loan No: 4790042196 (Continued) Page 4

time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION, JUDGMENTS AND AWARDS. The following provisions relating to condemnation proceedings, judgments decrees and awards for injury to the Property are a part of this Deed of Trust:

Proceedings. If any proceeding in condomnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to participation.

Application of Net Proceeds. To the extent permitted by applicable law, all judgments, decreas and awards for injury or damage to the Property, or any part of the Property, and awards pursuant to proceedings for condemnation of the Property, are hereby absolutely assigned to Lender, and if all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award, judgment or decree shall mean the award after payment of all reasonable costs, expenses, and attorneys! fees incurred by Trustee or Lender in connection with the condemnation.

SECURITY AGREEMENT: FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grentor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recurding this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimbursa Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detech the Personal Property from the Property. Upon default, Grentor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will nause to be made, executed or delivered, to Lender or to Lender's designes, and whon requested by Lender, cause to be filed, recorded, reflied, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be nacessary or desirable in order to effectiveto, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attornay-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for end in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lander as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indehtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Grantor a release of this Deed of Trust fian and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. However, it is agreed that the payment of all the Indebtedness and performance of such obligations shall not terminate this Deed of Trust unless the liens and interests created hereby are released by Lender by a proper recordable instrument. Any filing fees required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Dood of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, coverant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filling of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, coverant or condition contained as any environmental agreement executed in connection with the Property.

False Statements. Any warranty, representation or statement made or lumished to Lender by Grantor or un Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Colleteralization. This Deed of Trust or any of the Related Documents coases to be in full force and effect (including failure of any colleteral document to create a valid and perfected security interest or lien) at any time and for any reason.

#### DEED OF TRUST (Continued)

Loan No: 4790042196

Page 5

Death or insolvency. The dissolution of Gramor's (regardless of whether election to commue is made), any manner withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Granton.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-heip, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this fivent of Default shall not apply if there is a good faith dispute by Grentor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lander written notice of the creditor or forfeiture proceeding and caposits with Lander monies or a surety band for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agraement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or ravokes or disputes the validity of, or flability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired,

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other then a default in payment is curable, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within thirty (30) days; or [2] if the cure requires more than thirty (30) days, immediately initiates steps which Lander deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Londer may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Dead of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lander may declere the unpaid principal balance of the Indebtedness due and payoble. In no event will Grantor be required to pay any unearned interest.

Foreclosure. If Lender invokes the power of sale, Trustee, at the request of Lender, may sell all or any portion of the Proporty at public auction to the highest bidder for cash at the location within the counthouse designated by the County Commissioners Court, or if no such area has been designated, at the area designated in the notice of sale within the courthouse, between the hours of 10:00 A.M. and 4:00 P.M. on the first Tuesday of any menth, after the Trustee or its agent has given notice of the time and place of sale and of the property to be sold as required by the Texas Property Code, as then amended.

UCC Remodes. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commarcial Code.

Collect Rents. As additional security for the payment of the Indebtedness, Grantor hereby absolutely assigns to Lender all Rents as defined in the Definitions section of this Deed of Trust. Until the occurrence of an Event of Default, Grantor is granted a license to collect and retain the Bents; however, upon receipt from Lender of a notice that an Event of Default exists under this Deed of Trust, Londer may terminate Grantor's license, and then Lender, as Grantor's agent, may collect the Rents. In addition, if the Property is vacant, Lender may rent or lease the Property. Lander shall not be liable for its fallure to rent the Property, to collect any Rents, or to exercise diligence in any matter relating to the Rents; Lender shall be accountable only for Rents actually received. Lender neither has not assumed any obligation as lessor or tendlord with respect to any occupant of the Property. Rents so received shall be applied by Lender first to the remaining unpaid balance of the Indebtedness, in such order or manner as Londer shall elect, and the residue, if any, shall be paid to the person or parcons legally entitled to the residue.

Trustee's Powers. Grantor hereby jointly and severally authorizes and empowers Trustee to sell all or any portion of the Property together or in luts or parcels, as Trustee may deem expedient, and to execute and deliver to the purchaser or purchasers of such Property good and sufficient deeds of conveyance of fee simple title, or of lesser estates, and bills of sale and assignments, with covenants of general warranty made on Grantor's behalf. In no event shall Trustee be required to exhibit, present or display at any such sale any of the Property to be sold at such sale. The Trustee making such sale shall receive the proceeds of the sale and shall apply the same as provided below Payment of the purchase orice to Trustee shall satisfy the liability of the purchaser at any such sale of the Property, and such person shall not be bound to look after the application of the proceeds.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take pessession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Bents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the appointment value of the Property excepts the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tepancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (3) pay a reasonable rental for the use of the Property, (2) vacate the Property immediately upon the demand of Lender, or (3) if such tenants refuse to surrender possession of the Property upon demand, the purchaser shall be antitled to institute and maintain the statutory action of forcible entry and detainer and procure a writ of possession thereunder, and Grantor expressly walves all damages sustained by reason thereof.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

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### DEED OF TRUST (Continued)

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Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Trustee may coovey all or any part of the Property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty. Grantor waives all requirements of appraisement, if any. The affiliavit of any person having knowledge of the facts to the effect that proper notice as required by the Texas Property Code was given shall be prime facio evidence of the lact that such notice was in fact given. Recitals and statements of fact in any notice or in any conveyance to the purchaser of the Property in any foreclosure sale under this Deed of Trust shall be prime facie evidence of the truth of such facts, and all prepresentatives.

Proceeds. Trustee shall pay the proceeds of any sale of the Property (a) first, to the expenses of foreclosure, including reasonable fees or charges paid to the Trustee, including but not limited to fees for enforcing the lian, posting for sale, setting, or releasing the Property, (b) then to Lender the full amount of the indebtedness. (c) then to any amount required by law to be paid before payment to Grantor, and (d) the belance. If any, to Grantor.

Altorneys' Fees; Expenses. If Lendar institutes any suit or action to enforce any of the terms of this Deed of Trust, Lendar shall be entitled to recover such sum as the court may adjudge reasonable as Lendar's attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Londar's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtudness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however eubject to any limits under applicable law, Lender's reasonable attorneys' fees and Lander's legal expanses, whether or not there is a lawsuit, including Lender's reasonable attorneys' fees and expenses for bankruptcy proceedings (including afforts to modify or vacate any automatic stay or injunction), appeals, and ony anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and apprecial fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pey any court costs, in addition to all other sums provided by law. In the event of foreclosure of this Deed of Trust, Lender shall be entitled to recover from Grantor Lender's reasonable attorneys' less and actual disbursements that Lender necessarily incurs in pursuing such foreclosure.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Dend of Trust:

Powers of Trustee. In addition to all powers of Trustee erising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map of plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easument or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Doed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shell not be obligated to notify any other lienholder of the Property of the commencement of a foreclosure proceeding or of the commencement of any other action to which Lender may avail itself as a remedy, except to the extent regulated by applicable law or by written agreement.

Trustee. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Substitute Trustee. Lender, at Lender's option, from time to time, and more than once, may appoint in writing a successor or substitute trustee, with or without cause, including the resignation, absence, death, inability, refusal or failure to act of the Trustee. The successor or substitute trustee may be appointed without ever requiring the resignation of the former trustee and without any formality except for the execution and acknowledgment of the appointment by the beneficiary of this Deed of Trust. The successor or substitute trustee shall then succeed to all rights, obligations, and duties of the Trustee. This appointment may be made on Lender's behalf by the President, any Vice President, Secretary, or Cashior of Lender.

NOTICES. Any notice required to be given under this Deed of Trust, including without fimitation any notice of default and any notice of sale shall be effective when actually delivered, when actually received by telefactimits funless otherwise required by law), when deposited with a nationally recognized overnight courler, or, if mailed, when deposited in the United States that, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other then Grantor's residence, Grantor shall furnish to Lender, upon request, a cartified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Not operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Doed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law.

## (Continued)

Loan No: 4790042196 (Continued) Page 7

the laws of the State of Texas without regard to its coefficies of law provisions. This Deed of Trust has been accepted by Lender in the State of Texas.

Choice of Venue. If there is a powerit, and if the transaction evidenced by this Deed of Trust occurred in Bell County, Granter agrees upon Lender's request to submit to the jurisdiction of the courts of Bell County, State of Texas.

No Walver by Lender. Lander shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to deniand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Dead of Trust to be illegal, invelid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and entorceable. If the offending provision cannot be so modified, it shall be considered deleted from this Dead of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Dead of Trust shall not affect the legality, validity or enforceability of any other provision of this Dead of Trust.

Successors and Assigns. Subject to any limitations stated in this Good of Trust on transfer of Grantor's interest, this Dood of Frust shall be binding upon and inute to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Dood of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Dood of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Dead of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful many of the United States of America. Words and terms used in the singular shall include the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Dead of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Mark One Capital, Inc., and its successors and assigns.

Borrower. The word "Borrower" means EAGLE EYES INVESTMENTS LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustoe, and includes without limitation all assignment and security interest provisions relating to the Porsonal Property and Rents.

Default, The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, at seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. 1. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean say of the events of default set forth in this Dead of Trust in the events of default section of this Dead of Trust.

Grantor. The word "Grantor" means EAGLE EYES INVESTMENTS LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction theroof and asbastos.

improvements. The word "improvements" means all existing and faces improvements, buildings, structures, mobile fromes effixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Mark One Capital, Inc., its successors and assigns.

Note. The wind "Note" means the promissory note dated October 7, 2008, in the original principal amount of \$2,900,000,000 from Grentor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter

#### Case 6:14-cv-00206-WSS Document 1-1 Filed 06/02/14 Page 27 of 73

# DEED OF TRUST (Continued)

Loan No: 4790042196 (Continued) Page 8

owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, ioan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, sociality deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other banelits derived from the Property.

Trustee. The word "Trustee" means Stewart National Title North Texas, whose address is 1717 Main Street, #3500, Dallas, TX 75201 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

EAGLE EYES INVESTMENTS LLC EAGLE Pains Boun, Manager INVESTMENTS LLC LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF ì 1 55 COUNTY OF This instrument was acknowledged before me on , 20, by Paine C. Sorm, Manager of EAGLE EYES INVESTMENTS LLC and Seng C. Lin. Manager of EAGLE EYES INVESTMENTS LLC, members on behalf of EAGLE EYES INVESTMENTS LLC, a limited liability company, Notary Public, State of Texas LASER PRO Lending, Ver. 5.41.20.001 Copr. Harland Financial Solutions, Inc. 1997, 2008. All Rights Reserved. ïΧ

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### NOTARY ACKNOWLEDGMENT

51A1E OF CALIFORNIA	1
COUNTY OF <u>Drange</u>	}
who proved to me on the basis of satisfacto subscribed to the within instrument and ack in his/her/their authorized capacity(ies), and	efore me, <u>Clife Veeyan Keeng</u> , a Notary C. Bown and Seng C. Lin, ary evidence to be the person(s) whose name(s) is/are mowledged to me that he/she/they executed the same I that by kis/her/their signature(s) on the instrument, hich the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY or foregoing paragraph is true and correct.	nder the laws of the State of California that the
WITNESS my hand and official seal.	
Signature Elity Euro	(Seal)
•	ELITE YEEYAN KEUNG Commission # 1638771 Notary Public - California Olange County My Comm, Expires Jon 17, 2010

#### **EXHIBIT "A"**

Field notes for an 8.005 acre tract in Temple, Bell County Texas, out of and a part of the MAXIMO MORENO SURVEY, ABSTRACT #14, and the tract herein described being all of Lot 1, Block 1, Westward LTD Subdivision, a dedicated subdivision to the City of Temple, Bell County, Texas, according to the plat of record in Cabinet C, Slide 204-B, Plat Records, Bell County Texas, said 8.005 acre tract being more fully described as follows:

Beginning at an iron rod found in the East line of South 31st Street (FM 1741) for the Northwest corner of this tract, the Northwest corner of the said Lot 1, Block 1, Westward LTD Subdivision, and the most Westerly Southwest corner of a certain 30.8334 acre tract described in a deed to H. E. Butt Grocery Company of record in Volume 3728, page 397, Deed Records, Bell County, Texas.

Thence: South 74° 03' 41" East, 480.47 feet, an iron rod found and South 74° 03' 41" East, 477.72 feet with the North line of this tract, the North line of the said Lot 1, Block 1, Westward LTD Subdivision, and with the South line of the aforementioned 30.8334 acre tract to an iron rod found for the Northeast corner of this tract, the Northeast corner of the said Lot 1 Block 1, Westward LTD Subdivision, an Ell corner in the West line of the aforementioned 30.8334 acre tract, and the Northwest corner of a certain 3.667 acre drainage easement to the City of Temple, Bell County, Texas, described in Volume 4088, page 491, Deed Records, Bell County, Texas.

Thence: South 15° 45' 01" West, 361.50 feet with the East line of this tract, the East line of the said Lot 1, Block 1 Westward LTD, the West line of the aforementioned 30.8334 acre tract, being the West line of the above mentioned 3.667 acre drainage easement, and with the West line of a certain 0.248 acre Right-of-Way Deed described in a deed to the City of Temple, Bell County, Texas, of record in Volume 4066, page 309 Deed Records, Bell County, Texas, to an iron rod found in the North line of the remainder of Block 1, Spanish Southwest, for the Southeast corner of this tract, the Southeast corner of the said Lot 1, Block 1, Westward LTD Subdivision, and the most Southerly Southwest corner of the aforementioned 30.8334 acre tract, being also the Southwest corner of the aforementioned 0.248 acre tract.

Thence: North 74° 15' 05" West, 484.20 feet, an iron rod found and North 74° 01' 57" West, 480.78 feet with the South line of this tract, the South line of the said Lot 1, Block 1, Westward LTD Subdivision, the North line of the aforementioned remainder of Block 1, Spanish Southwest, and with the North line of Grady Subdivision, a dedicated subdivision to the City of Temple, Bell County, Texas according to the plat of record in Cabinet C Slide 242-D, Plat Records, Bell County, Texas, to an iron rod found in the East line South 31st Street for the Southwest corner of this tract, the Southwest corner of the said Lot 1 Block 1, Westward LTD Subdivision, and the Northwest corner of Grady Subdivision

Thence: North 16° 49' 23" East, 362.91 feet with the West line of this tract, the West line of the said Lot 1, Block 1 Westward LTD Subdivision and with the East line of South 31st Street to the place of BEGINNING containing 8,005 acres of land.

All bearings are grid bearings based on Texas Plane Coordinates, NAD83, ZONE 4203, and City of Temple Monument #151,10,360,421.12 North and 3,223,026.41 East, Convergence 1 deg 31' 27"".

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**Shelley Coston County Clerk** Belton, Texas 76513

Instrument Number: 2008-00042103

Αs

Recorded On: October 15, 2008

Recordings

Parties: EAGLE EYES INVESTMENTS LLC

Billable Pages: 10

MARK ONE CAPITAL INC

Number of Pages: 11

Comment:

( Parties listed above are for Clerks reference only )

\*\* Examined and Charged as Follows: \*\*

Recordings

50.00

**Total Recording:** 

50.00

#### \*\*\*\*\*\*\* DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2008-00042103

Receipt Number: 40267

Recorded Date/Time: October 15, 2008 01:38:15P

Record and Return To:

MONTEITH ABSTRACT & TITLE CO

108 S EAST ST

**BELTON TX 76513** 

User / Station: A Tammy - Indexing Station 1

Thereby circly that this instrument has 140 on the date and true stamped hereon and was duly recorded in the Reat Property Records in Best County, Texas

Shelley Coston

Shelley Coston
Bell County Clerk July (1817)

270,233-B

SHelia Norman, District Clerk
District Court - Bell County, TX
by \_\_\_\_\_\_, Deputy
Lacey Martindale

Drick Couseles

RECORDATION REQUESTED BY:

Mark One Capital, inc. Corporate Office 19800 MacArthur Blvd. Suite 150 Irvine, CA 92612

WHEN RECORDED MAIL TO:

EEN RECONDED MAIL TO:
Bank of the West
SBA Direct Lending Division
1400 River Park Dr. Stuite 200
Sacramento, CA 95815



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

#### ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated October 7, 2008, is made and executed between EAGLE EYES INVESTMENTS LLC, whose address is 4305 South 31st Street. Temple, TX 76502 (referred to below as "Grantor") and Mark One Capital, Inc., whose address is 19800 MacArthur Blvd., Suite 150, (rvine, CA 92612 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Bell County, State of Texas:

See Exhibit "A", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 4305 South 31st Street, Temple, TX 76502. The Property tax identification number is 231988.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possossion and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rants shall not constitute Lender's consent to the use of cash colleteral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Bants to Lander.

No Prior Assignment. Grantor has not previously assigned or conveyed the Bents to any other person by any instrument now in force.

No Further Transfer. Granter will not sell, assign, encumber, or otherwise dispose of any of Granter's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Roots to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Bents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Londer may do any and all things to execute and comply with the laws of the State of Yexas and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such ferm or terms and on such conditions as MONTETH ABSTRACT & TITLE COMPANY

P.O. BOX 178

AFITON TX 78519 ... ) . C. . . A

### ASSIGNMENT OF RENTS (Continued)

Loan No: 4790042196

Page 2

Lender may deem appropriate.

Employ Agents. Lander may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Stantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Granter and to have all of the powers of Granter for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the loregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all flents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Granter pays ell of the Indebtedness when due and otherwise performs all the obligations imposed upon Granter under this Assignment, the Note, and the Refated Documents, Lender shall execute and deliver to Granter a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Granter, If permitted by applicable law.

EENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor falls to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deams appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures paid by Lender for such purposes will then bear interest at the Note rate from the date paid by Lender to the date of rapayment by Grantor. To the extent permitted by applicable law, all such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be edded to the belance of the Note and be apprintioned among end be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a belloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Evont of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Diher Dafaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filling of or to effect discharge of any tien.

Environmental Default. Failure of any party to comply with or parform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's tregardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether hy judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Bents or any property securing the indebtedness. This includes a garnishment of any of Grantor's occounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lander believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default. (1) cures the default within thirty (30) days; or (2) if the cure requires more than thety (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one

# ASSIGNMENT OF RENTS (Continued)

Loan No: 4790042196 (Continued) Page 3

or more of the following rights and remedies, in addition to any other rights or temedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment premium that Grantor would be required to pay.

Collect Rests. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Bents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as Lender's attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its Interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including Lender's reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appreisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Granter also will pay any court costs, in addition to all other sums provided by low. In the event of foreclosure of this Assignment, Lender shall be entitled to recover from Granter Lender's reasonable attorneys' fees and actual disbursements that Lender necessarily incurs in pursuing such foreclosure.

#### MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Texas.

Choice of Venue. If there is a lawsuit, and if the transaction evidenced by this Assignment occurred in Beil County, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Bell County, State of Texas.

Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or deline the provisions of this Assignment.

No Waiver by Lender. Londer shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise raquired by law), when deposited with a nationally recognized overnight courier, or, if meiled, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Londer informad at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of

## ASSIGNMENT OF RENTS (Continued)

Loan No: 4790042196

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security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any other provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbeerance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means EAGLE EYES INVESTMENTS LLC.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Event of Dafault. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantur" means EAGLE EYES INVESTMENTS LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note of Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note of Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations of expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means Mark One Capital, Inc., its successors and assigns.

Note. The word "Note" means the promissory note dated Outober 7, 2008, in the original principal amount of \$2,500,000,000 from Grantor to Londer, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, luan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON OCTOBER 7, 2008.

GRANTOR:

EAGLE EYES INVESTMENTS LLC

Paine C. Soun, Manager of EAGLE EYES

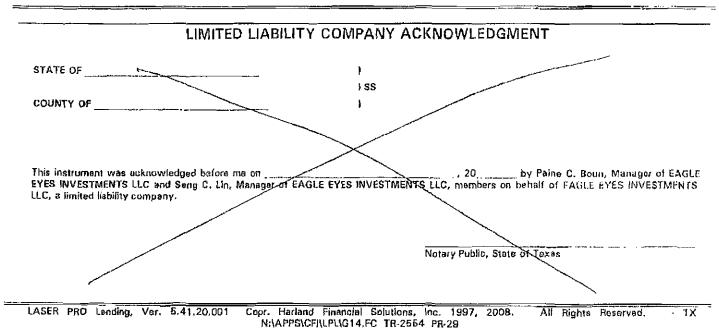
INVESTMENTS LLC

Seng S. Lin, Manager INVESTMENTS LLC of EAGLE EYES

Loan No: 4790042196

#### **ASSIGNMENT OF RENTS** (Continued)

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### NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA	}		
COUNTY OF <u>Drange</u>	_ }		
On <u>October</u> 8, 20 Public, personally appeared, Par who proved to me on the basis of sat subscribed to the within instrument a in his/her/their authorized capacity (to the person(s)) or the entity upon behalf	nd acknowledge s), and that by h	n to me that <del>he/s</del> <del>ris/Irer</del> /their sign	<del>ne/</del> they executed the same ature(s) on the instrument,
I certify under PENALTY OF PERJU foregoing paragraph is true and correc		ws of the State o	f California that the
WITNESS my hand and official scal.			
Signature Elith	uny	(Sea	al)
			ELITE YEEYAN KEUNG Commission # 1638771 Natary Public - California Orange Caunty y Comm. Explies Jan 17, 2010

#### EXHIBIT "A"

Field notes for an 8.005 acre tract in Temple, Bell County Texas, out of and a part of the MAXIMO MORENO SURVEY, ABSTRACT #14, and the tract herein described being all of Lot 1, Block 1, Westward LTD Subdivision, a dedicated subdivision to the City of Temple, Bell County, Texas, according to the plat of record in Cabinet C, Slide 204-B, Plat Records, Bell County Texas, said 8.005 acre tract being more fully described as follows:

Beginning at an iron rod found in the East line of South 31st Street (FM 1741) for the Northwest corner of this tract, the Northwest corner of the said Lot 1, Block 1, Westward LTD Subdivision, and the most Westerly Southwest corner of a certain 30.8334 acre tract described in a deed to H. E. Butt Grocery Company of record in Volume 3728, page 397, Deed Records, Bell County, Texas.

Thence: South 74° 03' 41" East, 480.47 feet, an iron rod found and South 74° 03' 41" East, 477.72 feet with the North line of this tract, the North line of the said Lot 1, Block 1, Westward LTD Subdivision, and with the South line of the aforementioned 30.8334 acre tract to an iron rod found for the Northeast corner of this tract, the Northeast corner of the said Lot 1 Block 1, Westward LTD Subdivision, an Ell corner in the West line of the aforementioned 30.8334 acre tract, and the Northwest corner of a certain 3.667 acre drainage easement to the City of Temple, Bell County, Texas, described in Volume 4088, page 491, Deed Records, Bell County, Texas.

Thence: South 15° 45' 01"" West, 361.50 feet with the East line of this tract, the East line of the said Lot I, Block I Westward LTD, the West line of the aforementioned 30.8334 acre tract, being the West line of the above mentioned 3.667 acre drainage easement, and with the West line of a certain 0.248 acre Right-of-Way Deed described in a deed to the City of Temple, Bell County, Texas, of record in Volume 4066, page 309 Deed Records, Bell County, Texas, to an iron rod found in the North line of the remainder of Block 1, Spanish Southwest, for the Southeast corner of this tract, the Southeast corner of the said Lot 1, Block 1, Westward LTD Subdivision, and the most Southerly Southwest corner of the aforementioned 30.8334 acre tract, being also the Southwest corner of the aforementioned 0.248 acre tract.

Thence: North 74° 15' 05" West, 484.20 feet, an iron rod found and North 74° 01' 57" West, 480.78 feet with the South line of this tract, the South line of the said Lot 1, Block 1, Westward LTD Subdivision, the North line of the aforementioned remainder of Block 1, Spanish Southwest, and with the North line of Grady Subdivision, a dedicated subdivision to the City of Temple, Bell County, Texas according to the plat of record in Cabinet C Slide 242-D, Plat Records, Bell County, Texas, to an iron rod found in the East line South 31st Street for the Southwest corner of this tract, the Southwest corner of the said Lot 1 Block 1, Westward LTD Subdivision, and the Northwest corner of Grady Subdivision

Thence: North 16° 49' 23"" East, 362.91 feet with the West line of this tract, the West line of the said Lot 1, Block 1 Westward LTD Subdivision and with the East line of South 31st Street to the place of BEGINNING containing 8.005 acres of land.

All bearings are grid bearings based on Texas Plane Coordinates, NAD83, ZONE 4203, and City of Temple Monument #151,10,360,421.12 North and 3,223,026.41 East, Convergence Ideg 31' 27".

District Court - Bell County, TX

Lacey Martindale

. Deputy

Borrower:

EAGLE EYES INVESTMENTS LLC 4305 Sauth 3 ist Street Teniple, TX 76502

270,233<sup>L</sup>B<sup>dar</sup>:

Mark One Capital, Inc. Corporate Office 19800 MacArthor Blvd. Sulta 150 hvine, CA 92812

Guarentor:

Seng C. Lin 1032 S. Hildego Avo Alhambra, CA 61801

CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, Guarantee absolutely and unconditionally Businnies but and punctual payment and salisfaction of the Indebiguiess of Businnies but and punctual payment and salisfaction of the potential business of Businnies and payment and salisfaction of the Bostower's abbiguious under the Note and the Related Documents. This is a quarenty of payment and performance and not of collection, so Lender can enforce this Quarenty against discussion even when Lender has not exhausted Lander's remadies against anyone else abbiguious pay the indebtedness or against any colleteral securing the indebtedness, this Gueranty or any other gueranty of the indebtedness. Queranter will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in sentently funds, without set ult to deduction or counterclaim, and will otherwise perform florrower's obligations under the Note and Related Decuments. Under this Gueranty. Guarantor's liability is entended and Quarantor's obligations are continuing.

INDESTEDNESS. The word "Indebtedness" as used in this Gueranty means all of the principal entering outstending from time to time and at any one or more times, accrued ungate interest thereon and all collection casts and lagal expenses related thereto permitted by lary, I ender's reasonable attorneys lass, arising from any and all dobts, liabilities and obligations of avery neture or form, now existing or harrafter activing or acquired, that Botrower individually or collectively or interchangeably with others, owes or will over Lander. Indebtadness includes, without limitation, Dans, advances, debts, everdest indebtedness, cradit card indebtedness, base obligations. Pabilities and obligations conder any interest rate projection agreements of foreign contents accommodity piles protection agreements, other obligations, and liablisties of Betrower, and any present or futite sugments opacust Borrower, fujure edvances, loops or transactions that issues, extend, credity, refinance, consolidate or substitute thate debts, liabifities and obligations whether; voluntarily or involontarily licenses; due or to become due by their torms of occalisation; obsolute or contingent; liquidated or uniquidated; determined or undatermined; direct or undesct; purpary or secondary in nature or arising from a guaranty or analysis econdary in nature or arising from a guaranty or analysis or another or others; betted or unenforceable against Burrower for any reason whetsoever, for any transactions that may be voldable for any reason fouch as infency, insently, ultre vices or otherwisel; and originated then reduced or extinguished and then afterwards increased or extended.

If Lander presently holds one or more gueranties, or haceafter receives additional guaranters from Guerantor, Lander's rights under all guaranties shall be duquilative. This Guaranty shall not funiste anactically provided below to the contrary) affect or invalidate any such other guaranties. Guaranto's lishibity will be Guarantor's aggregate Rability wider the terms of this Guaranty and any such other unterminated guaranties.

CONTINUING QUARANTY. THIS IS A "CONTINUING GUARANTY" INDER WHICH DUARANTON AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARBINING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT GISCHARGE OR DAMINISH GUARANTOR'S OBLIGHTIONS AND LIABILITY INDER THIS DUARANTY FOR ANY REMAINING AND SUCCEDIAL INDESTEDNESS WAY BE A ZERO BALANCE FAOM TIME TO TIME.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guaranter or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and settailed and all of Guaranter's other obligations under this Guaranty shell have been performed in full. If Guaranter shalls to swoke this Guaranter, Guaranter may only the so in writing. Guaranter's written notice of vocation must be mailed to Lender, by pertilized malf, at Lander's address listed above or such other place as Lender may designate in writing. Vitaten revocation of this Guaranty will apply only to new indebtedress gleated after actual receipt by Lander of Guaranton's written revocation and Laudel's written acknowledgenum of receipt. Far this purpose and without limitation, the term "new indebtedrays" does not include the indobtedness which at the line of revocation is contingent, unlikelyted, undetermined or not due and which later becomes absolute, liquidated, determined or not due and which later becomes absolute, liquidated, determined or not. For this purpose and without limitation, "new indebtedness" does not include all or part of the indebtedness that its incurred by Borrower prior to revocation; hoursed under a commitment has became binding hafers expectation; any renewals, extensions, substitutions, and modifications of the indebtedness. This dispensive shall bind discentive astate as to the indebtedness created both liefore and after Guarantur's death or incepecity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor of administrator or other large presentative may terminate this Guaranty in the same manual in typich Guarantor might have executor of sand with the serie effect. Release of any other gueranto or commission of any other gueranty of the indehedness shall not affect the liability of any other guerantor of any other guerantors affect the liability of any sensiting Guerantor under this Gueranty. A revocation Lender receives from any one or more Guerantors shell not affect the liability of any sensiting Guerantor under this Gueranty. It is enticipated that fluctuations may occur in the eggregate amount of the indebtedness covered by this Gueranty, and Querantor specifically colonoviedges and egges that advettons in the emount of the Indebtedness, even to zero dollars (60,00), shell not constitute a termbation of this Gueranty. This Gueranty is Inding upon Guerantor and Guerantor's helfs, successors and essigns so long as any of the indebtedness remains unpaid and even though the indebtedness may from time to time to core dollars (60,00).

QUARANTOR'S AUTHORIZATION TO LENDER. Guaraniar authorizes Landar, withou before or after any revocation hassaft, without notice or demand and without leasaning or otherwise affecting Guaranter's liability under this Guaranty, from time to time: [A] print to revocation as set forth above, to make one or more additional secured or unsecured loans to Gorrowsi, to lease equipment or little ground to Borrower, or inherwise to extend additional predit to Bostowers. (B) to after, compromise, to bottom, accelerate, or otherwise change one or more times, the time for payment or other terms of the indebtedness or eny part of the indebtedness, including instress and decreases of the late of interest on the indebtedness; agentically and hold security for interest on the indebtedness; agentically and hold security for the payment of this Guaranty or the indebtedness, and exchange, enforce, Walve, subsidinate, felt or decide not to perfect, and release any such security, with an without the substitution of new colleters!; (D) to release, substitute, agree not to see, or deal with any one or more of Burrower's auctiles, endocases, or other guarantos on any terms or in any means Lander may choose; (E) to determine how, when and what application of payments and credits shall be made on the indebtedness; (E) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale polimitied by the taims of the controlling security agreement or dead of trust, as Lender in its discretion may determine: (G) to zell, transfer, excipt or great periloiphallops in all ut any part of the indebtadness; and (H) to assign or transfer this Guerardy in whole of in part.

QUARANTOR'S REPRESENTATIONS AND WARRANTIES. Quarantor represents and warrants to Londor that (A) no representations of agreements of any kind hope been made to Gwarantor which would limit or quality in any way the letter of this Guaranty; (8) this Guaranty is executed at Bossevier's suggest and not at the sequest of Lander; ICI Gussessior has full power, right and authority to enter into this Guaranty; (D) the provisions of this Gueranty do not conflict with or result in a default under any egreement or office instrument binding upon Guarantor and the not result in a violation of any law, regulation, court decree or order epoticable to Guarantor; (E) Guerantor has not and will not, without the prior written content of any real registration and receive in the prior written content in a voluntarial respective for the prior written content in a voluntarial respective for an automatically all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender Resolution and content in formation which currently has been, and all future Repeated Indicated in the which will be provided to Lender that do not not content to and will be too and correct to all material respects and fairly present Guarantor's financial condition as of the dots; the financial information is provided; (C) no material adverse change has occurred in Guarantor's financial condition along the date of the input occurrent. financial statements provided to Lander and no event has occurred which may materially adversely affect Guerentor's lineacial condition; (fill no litigation, claim, investigation, commissioned is pending or similar ection (including those for unpold texos) against Guerentor is pending or threstand; (I) Lander has made no representation to Guarantor as to the creditworthiness of Borrower; and (1) Guarantor has established adequate means at obtaining from Borrower on a continuing basis information reparding Borrower's financial condition. Quarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way silect Gustantor's risks under this Gustanty, and Gustantor further agrees that, absent a request for information, Leader shall have no obligation to disclose to Gustantor any information or documents acquired by Lender in the course of its relationship with Borrower,

GUARANTOR'S FINANCIAL STATEMENTS. Guarantol agrees to lumbsh Landar with the following:

Tax Raturus. As soon as available, but in no event later then one-hundred-tryenty (120) days after the applicable filing date for the tax reporting period ended, Federal and other governmental tex returns, prepared by a lax professional satisfactory to Lendor.

All financial reports required to be provided under this Guaranty shall be prepored in accordance with GAAP, applied on a consistent basis, and certified by Quarantor as being true and correct.

QUARANTOR'S WAIVERS, Except as prohibited by applicable taw, Gostantor weives any right to require Lander (A) to continue landing money or to extend other credit to Borrower. (B) To make any presentment, process, demand, or notice of any kind, including notice of any nonpayment of the indebtedness of of any nonpayment related to any colleteral, or notice of any action or nonaction on the part of Burnower,

# COMMERCIAL GUARANTY [Continued]

- Loan No: 4790042196 [Continued] Page 2

Lender, any autary, endorset, at other guaranter in contraction with the Indebtadness of in contraction with the creation of new or additional loans or obligations; IC) to recent for payment or to proceed directly at at times against any parson, including Borrower at any other guaranter; (c) to proceed directly against or achieves any collected hald by Lender them Borrower, any other guaranter, or any other parson; (it) to give notice of the terms, time, and place of any public or private sale of passonal property security hald by Lender from Borrower at to comply with any other applicable provisions of the Uniform Commission Scote; (if to guarantee any other remedy within Lander's power; or IG) to commit any act or unlasted of any kind, or at any time, with respect to any matter whatsoever.

Guarantor visives all rights of Guaranter under Chepter 34 of the Taxas Business and Commerce Code. Guarantor also visives and all rights or delenses hased on succeptable or impoliment of collectual including, but not limited to, any rights or delenses, arising by reason of (A) any rights and delenses, arising by reason of (A) any rights and delenses, arising by reason of (A) any rights delenses, arising by reason of (A) any spoints Guarantor, before or after Lander's commencement of completion of any foreclosure action, either judicially or by exercise of a power of valor. (B) any election of remedies by Lander which destroys or otherwise adversely shelpes Guarantor's subrogation rights or Guarantor any surface by tenson of any law limiting, quelifying, or discharging the Indehtedness; (L) any disability or other delense of Berrower, of any other guarantor, or of any other parson, or by reason of the cessablen of Borrower's liability from any cause whateover, other than payment in tell in legal tender, of the indebtedness; (D) any right to claim discharge of the Indehtedness on the basts of impusition impairment of any colleteral for the Indehtedness; (E) any statute of limitations, if at any lime any applicable statute of limitations; if the not brief of any applicable statute of limitations; if the not brief of any applicable statute of limitations; at (F) any defenses given to guarantor at law or in equity other than actual payment and performance of the Indehtedness. If payment is any defense and the indehtedness can be indepted to guarantor to the constraints of the indebtedness and the leaster Lender is foreed to remit the annual of thet payment to Borrower's trustes in harkruptcy or to any similar person under any leases or residence of line backruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of the ordered on y leasest or asist backruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of the orde

Gueranter letther waives and agrees not to assert or claim at any time any deductions to the amount quaranteed under the flueranty for any claim of retoff, counterclaim, counter demand, recomment or similar right, whicher such claim, demand or right may be asserted by the Souscentrot, at both.

QUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Quaranter warrants and agrees that each of the waivers set forth above is made with Quaranter's full knowledge of he significance and consequences and that, under the circumstances, the waivers are consoled and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shell for discover of the actent permitted by law or public policy.

SUBDRDINATION OF SORROWER'S DESTS TO GUARANTER. Guaranjon agrees that the Indebtedness, whother now existing or hereafter created, shall be supplied to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Sorrower have only independent of the sevent of the event of insulvency and consequent liquidation of the easys of Borrower, through bankruptcy, by an essignment for the benefit of creditors, by voluntary liquidation, or otherwise, the essels of Borrower applicable to the payment of the claims of both Lender and Quarenter staid be paid to kender and shall be first applied by Londer to the Indebtedness. Quarantor dues tereby essign to Lender all claims which it may have or acquire against Borrower or against any assignment in the bankruptcy of Borrower, provided bowerer, that such easignment shall be effective only for the purpose of easy time of Lender to the Jaget tender of the landsteadwist, any notices or create greenship and the landsteadments. If Lender so requests, any notices or create greenship and their benefit or obligations of Seriower to Guarantor shall be marked with a legal tender to the landstead point and the landsteadments. If Lender so requests, and notes of Guarantor from time to time to the financing statements and continuation statements and to execute deciments and to take such other settions as Lender decime ancessary or appropriate to partieve and enture he rights under this Guaranter, protect the Series of Serious and continuation statements and to execute deciments and to take such other settions as Lender decime accessed or appropriate to partieve and enture he rights under this Guaranter, and to execute deciments and to take such other settions as Lender decime accessed or appropriate to partieve and enture he rights under the Guaranter and to execute deciments and to execute deciments.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty, together with any Related Cocuments, cooxiliutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. Me elevation of or emendment to this Guaranty shall be effective unless given in writing and signed by the next or parties sought to be charged or bound by the alteration or amendment.

Atternoys' faces Expanses. Querenter agrees to pay upon demend all of Lender's costs and expenses, including Lender's reasonable atterneys' less and Lender's legal expenses, included in connection with the enforcement of this Guaranty. Lender may him or pay someone sizes to help antonce this Guaranty, and Guaranter shell pay the costs and expenses of such antoncement. Costs and expanses include Lander's reasonable atterneys' less and legal expanses whether or not there is a lewaut, including Lander's reasonable atterneys' less and legal expanses whether or not there is a lewaut, including Lander's reasonable atterneys' less and legal expanses whether or not there is a lewaut, including Lander's reasonable atterneys' less and legal expanses for bankruptcy proceedings (including afforts to modify or vacate any externatic stay or injunction), appeals, and any unticipated post-judgment collection asyrices. Guaranter also shall pay all court costs and such additional less as may be directed by the court.

Caption Headings. Caption headings in this Gueranty era for convenience purposes only and are not to be used to interpret or delips the provisions of this Gueranty.

Coverning Law. This Querenty will be governed by federal law applicable to Lander and, to the extent not preempted by forioral law, the laws of the State of Texes without regard to he conflicts of law provisions.

Choice of Yames. If there is a terrault, and if the transaction oridenced by this Quaranty occurred in Bell County, Guarantor agrees upon Landar's request to submit to the jurisdiction of the courts of Ball County, State of Taxes.

Integration. Guaranter further egrees that Guaranter has read and fully understands the terms of this Guaranty; Quaranter has had the apportunity to be advised by Charanter's atternay with respect to this Guaranty (the Guaranty fully reflects Guaranter's intentions and parties evidence is not required to interpret the terms of this Guaranter heraby indemnities and holds Lender harmless from all losses, claims, damages, and costs limiteding Lender's attorneys' feet) suffered or incurred by Lender as a feedle of any breach by Guaranter of the wassenties, representations and egreenents of this puregraph.

Interpretation. In all cases where its more then one Borrover or Guarantor, then all words used in this Guaranty in the singular shall he defined to have been used in the planst where the context and construction so require; and where then is more than one Borrower and Guarantor respectively shall mean as and any one or more of them. The worlds 'Guarantor,' "Borrower," and 'Lender' include the heirs, successors, assigns, and transferses of each of them. If a court finds that any provision of this Guaranty is not unlid or should not be enforced, that that by itself will not mean that the rest of this Guaranty will not be valid or indicated. Therefore, a court will enforce the rest of the provisions of this Guaranty will not be valid or indicated. Therefore, a court will enforce the rest of the provisions of this Guaranty will not be valid or indicated to indicate the rest of the Borrower or Guarantor are corporations, partnerships, limited liability companies, of similar children, if is not necessary for Lender to Inquire into the powers of Guaranter are corporations, partnerships, limited liability companies, or similar children, if is not necessary for Lender to Inquire into the powers of Guaranter or or if the officers, dispetors, partners, managers, or other agents acting or purporting to and on that bhall, and any indepledness made or caseful it teliance upon the professed exercise of such powers shall be guaranteed under this Guarantey.

Notices. Any notice required to be given under this Gueranty shell be given in writing, and, except for revocation notices by Guarantor, shell be offertive when equally edivered, when equally received by testilezednole unless otherwise required by lawly, when deposited with a nationally recognized noting or continuous control overlight courter, or, if melted, when deposited in the United States melt, as keet class, candided or cognized among ostage prepaid, directed to the addresses shown near the beginning of title Guaranty. All revocation notices by Guarantor shell be in writing and shall be effective upon defivery to Lander as provided in the action of this Gueranty entitled "DUNATION OF GUARANTY," Any perty may change its address for notices under this Gueranty by given; formal written notice to the other parties, speculying that the purpose of the notice is to change the party's address. For notice purposes, Quarantor agrees to keep Lender informed at all times of Quarantor's current address. Unless otherwise provided or required by law, if there is more than one Quarantor, any notice given by lender to any Quarantor is decayed to be notice given to all Quarantors.

No Waiver by Lander, Lander shall not be deemed to have waived any rights under this Diazanty unless such waiver is given in writing and signed by Lander. No delay or omission on the part of Lander in exercising any right shall oparate as a waiver of such right or any other right. A various by Lander in a provision of this diastanty shall not projection on relative a resident of Lander's right orientwise to demand suite compliance with that provision or any other provision of this Quaranty. No print waiver by Lander, not any course of dealing between Lander and Quaranter, shall constitute a waiver of any of Lander's rights or of any of Quaranter's abligations as to any Induce transactions. Whenever the consent of Lander is required under this Quaranty, the granting of such consent by Lander in any instances shall not constitute constitute consent to subsequent instances where such consent is required and in all cases such observed may be granted or withheld in the sole discretion of Lander.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guaranter's interest, this Guaranty shall be building upon and inure to the benefit of the parties, their successors and assigns,

- Loan No: 4790042196

(Continued)

Page :

steled to the contrary, all references to dollar amounts shell mean amounts in favolut money of the United States of America. Words and terms used in the singular shell include the plural, and the pure shell include the singular, as the context may require. Words and terms not eitherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrows: The word "Borrower" means EAGLE EYES INVESTMENTS LLC and Includes all co-signise and co-making signing the Note and all their successors and assigns.

GAAP. The word "GAAP" means generally accepted accounting principles.

Bussenter. The word "Gussenter" means evaryons signing this Gueronty, including without limitation Seng C. Lin, and in each case, any signer's successors and assigns.

Busianty. The word 'Gustanty' means this querenty from Quaranter to Lander.

Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

Lander. The word "Lander" means Merk One Capital, Inc., its successors and assigns.

Note. The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in lever of Londer, together with all renewater of, extensions of, modifications of, refinancings of, consoliderions of and substitutions for promissory notes or credit agreements.

Releted Documents. The words "fieleted Documents" most of pramisably notes, credit agreements, loan agreements, environmental of excements, querantes, security agreements, mottgages, deeds of trust, security deeds, collatered mortgages, and all other instruments, agreements and documents, whether now or believelets existing, executed in connection with the indebtedness.

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON QUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED DOTOBER 7, ZODS.

GUARANTOR:

INTERPOLETE THE STREET CONTRACTOR PROPERTY OF USE AND AND PROPERTY. IT AND STREET, AND THE PARTY OF THE PARTY

This ADDENDUM TO COMMERCIAL GUARANTY (the "Addendum") is attached to and made a part of that certain Commercial Guaranty made by Seng C. Lin ("Guarantor") in favor of Mark One Capital, Inc. (the "Guaranty"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Guaranty.

In consideration of good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the undersigned hereby agree as follow:

- 1. The following terms in "Definitions" Section of the Guaranty hereby are inserted or amended to read as follows:
- (i) Business Loan Agreement. The word "Business Loan Agreement" means the Business Loan Agreement of even date herewith between Borrower and Lender.
- (ii) Notes. The word "Notes" means the Business Loan Agreement and any promissory notes evidencing amounts outstanding from Borrower to Lender under the Business Loan Agreement, together with all renewals of, extensions of, refinancings of, consolidations of and substitutions for the Business Loan Agreement and any such notes.
- 2. Notwithstanding anything contained in the Guaranty, in the Business Loan Agreement, in the Notes or in any of the Related Documents to the contrary, this Guaranty shall only be a guaranty of amounts outstanding under the Business Loan Agreement, the Notes and the Related Documents, including, without limitation, all principal and interest outstanding there under and all fees, costs of collection, advances and other amounts payable to Lender under the Business Loan Agreement, the Notes and Related Documents, but shall not be deemed a guaranty of any other obligations of Borrower to Lender.
- 3. In the event of a conflict between the terms of the Guaranty and the terms of this Addendum, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the undersigned have executed this A bave caused this Addendum to be executed, as of the burder of October (	ddendum,	OI.
have caused this Addendum to be executed, as of the 8 th day of Oldows	2008	

This ADDENDUM TO COMMERCIAL GUARANTY (the "Addendum") is attached to and made a part of that certain Commercial Guaranty made by Seng C. Lin ("Guarantor") in favor of Mark One Capital, Inc. (the "Guaranty"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Guaranty.

In consideration of good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the undersigned hereby agree as follow:

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- 2. Notwithstanding anything contained in the Guaranty, in the Business Loan Agreement, in the Notes or in any of the Related Documents to the contrary, this Guaranty shall only be a guaranty of amounts outstanding under the Business Loan Agreement, the Notes and the Related Documents, including, without limitation, all principal and interest outstanding there under and all fees, costs of collection, advances and other amounts payable to Lender under the Business Loan Agreement, the Notes and Related Documents, but shall not be deemed a guaranty of any other obligations of Borrower to Lender.
- 3. In the event of a conflict between the terms of the Guaranty and the terms of this Addendum, the terms of this Addendum shall control.

	, . , ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
have caused	IN WITNESS WHEREOF, the undersigne this Addendum to be executed, as of the		
		LENDER:	
		Mark One Capital, Inc.	
		Name: BRIAN HEL Title: EXELUTIVE	TEL TOP
		GUARANTOR;	

Seng C. Lin

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COMMERCIAL GUARANTY

Shelia Norman, District Clerk District Court - Bell County, TX

.by\_\_\_\_\_ Deputy

Barrower:

EAGLE EYES INVESTMENTS LLC

4305 South Stat Street Temple, TX 76502

270,233LBden

Mark One Capitel, Inc. Corporate Office 18800 MecAribur Blvd. (Ivine, CA 92812

Lacey Martindale

Guarantor:

Limui No.

511 W. Newby Avenue San Gebriel, CA 91778

CONTINUING QUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, Quaranter absolutely and uncondutionally guarantees lot and punctual payment and setistection of the indebtedness of Borrower to Lander, and the partormance and discharge of AB Borrower's chilgetions under the Note and the Related Documents. This is a gueranty of payment and partormance and not of collection, so Londer can enforce this Gueranty against Guarante even when Londer has not exhausted Lender's remodes against any collected, so pay the Indehtsdrease or egainst any collected secting the Indehtsdrease or egainst any collected secting the Indehtsdrease. This Gueranty or any other guaranty of the Indehtsdreases. Guerante will make any psyments to Lender or its order, on demand, in legal tender of the United States of America, in same-day londs, without set-off or deduction or counterclaim, and will otherwise partons forcers\* obligations under the Note and Related Documents. Under this Queranty, Gueranty, Gueran Guarantor's liet/hty is unlimited and Guarantor's obligations are continuing.

INCESTEDNESS. The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one of muse times, accrued unpaid interest thereog and all collection costs and legal expanses related therein parmitted by law, Lander's reasonable attorious? less, crising from any and all debts, liabilities and abligations of every nature or form, now existing or instabled ordering acquired, that Bostoves individually or collectively or interchangeably with others, owes or will owe Lander. 'Indebtedness' includus, without limitation, toans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations lightings and obligations under any interest rate profession agreements or lording currency exchange agreements or commander price protection agreements, utilities utilities of Borrower, and any present or juice judgments agreements, such agreements, utilities of Borrower, and any present or juice judgments agreement, such agreements, soons or transactions that sonew, estand, modify, retinance, consolidate or substitute these debts, liabilities and obligations whether; voluntarily for involuntarily incurrent; due or to because due by that learns an acceptanting of substitute are configurable or uniquidated or uniquidated, statemented by uniquistanting direct unindirect primary or associately in pattern or estains from a guerranty or away; sacreed or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negatioble instrument of withing stiplinated by Lander or enoting of others; barred or unsolvenestic against floorouse for any reason tends as infancy, (nearly, ultra vices or otherwise); and originated than raduced of extinguished and then afterwards increased or teinetaled.

il Lander presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantic, Lender's rights under all guaranties. shell be completive. This Guaranty shak not (unless specifically provided below to the controlly affect or investors any such other quaranties Quarentol's liability will be Quarentol's appreciate liability under the terms of this Quarenty and any such other unterminated glassenties

CONTINUING QUARANTY. THIS IS A "CONTINUIND GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDESTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR REHEAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS, ACCORDINGLY, ANY PAYMENTS MADE ON THE INDESTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S GREGATIONS AND DABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEPTUM INDEBTEONESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTERINESS MAY BE A ZFRO BALANCE FROM TIME TO TIME.

DURATION OF GUARARTY. This Gueranty will take effect when received by Lender without the necessity of any acceptance by Lander, or any DURATION OF GUARANTY. This Gueranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice of Guerantor or to Betrower, and will continue in tall force until elit the indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been july and finally paid and soldified and all of Gueranty's other bibligations under this Gueranty. Bulli have been performed in full. If Guerantor elects to revoke this Gueranty, Guerantor may only do so in writing. Guerantor's written notice of revocation must be mailed to Lender, by certified mail, at Lander's address listed above or such other place as Londor may designate in writing. Written envocation what he mailed to Lender, by certified mail, at Lander's address deserted effect actual social by Lender of Guerantor's written revocation and Lender's Written acknowledgment of recipit. For this purpose and without limitation, the term new Indebtedness\* does not include the Indebtedness which at the time of notice of revocation is contingent, undepticated, undetermined at not due and which later frequences absolute, flexible dated, determined or not due and which later frequences that is: Incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any resewals, axishasions, autstitutions, and modifications of the Indebtedness. This Gueranty shall that Guerantor's death of the Indebtedness created both habors and effor Guerantor's death of incapacity, regardless of Lender's actual actics of Guerantor's death of health and Cuerantor was committed under a guerantor of administrator or other legal representative may terminete this Guerantor to the organization which Guerantor may terminete this Guerantor or administrator or other legal representative may terminete this Guerantor to the same manager in which Guerantor may terminete this Guerantor. and effor Guerantor's death or incapacity, regardless of Lander's soluble notice of Guerantor's death. Subject to the longoing, Guerantor's executor or administrator or other legal representative may terminate this Guerantor's new manner in which Guerantor might have intrinsted it and with the same effect. Release of any other guerantor or terminated in any other gueranty of the individuals shall not affect the liability of Guerantor this Gueranty. A revocation hander receives from any one or more Guerantors shall not affect the hability of any remaining Guerantors under this Gueranty. It is enticipated that fluctuations may occur in the aggregate amount of the individuals successful this Guerantor specificity acknowledges and agrees that reductions in the amount of the ledabetness, seen to according to the ledabetness, seen to according to the ledabetness of the ledabetnes

GUARANTOR'S AUTHORIZATION TO LENDER. Guaranter authorizes Larner, either belove or effect any revocation harder, without notice or demand and without tessaring or otherwise effecting Quarentor's Rability under this Quarenty, from time to time: (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to rease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (8) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the indebtedness at any part of the indebtedness, including increases and decreases of the race of Interest on the indebtadness; extensions may be agreeded and may be for longer than the original loan term; [C] to take and held security for the payment of this Guaranty or the indebtadness, and exchange, enjecte, welve, subordicate, lail or decide not to perfect, and rejeate any such security, with or without the substitution of new collected; [O] to release, substitute, agree not to sue, or deal with may one or more not becomes a success. But or decide not to be described and the substitution of new collected; [O] to release not not not successful. Becomes a success a successful to the successful application of payments and credits shall be made on the indoltedness: (ii) to apply such security and elect the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as I small in its discretion may determine; (iii) to sail, translet, assign or grant participations in all or any part of the indebtedness; and (iii) to assign or transfer this Guaranty in whole or in part.

QUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and systems to Cander that (A) no representations of agreements of any kind have been made to Guziantor which would links to quelify in any way the terms of this Qualenty. (B) this Guzianty is accounted at Borrower's request and not et the request of Lender; IC) Clustenior has luft power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding open Guaranter. and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor (R) Gearanto has not and with not, without the prior written consent of Lender, set, lease, assign, encumber, hypothemate, transfer, or otherwise dispose of all or substantially of of Guarantor with prior written consent of Lender, set, lease, assign, encumber, hypothemate, transfer, or otherwise dispose of all or substantially of of Guarantor's financial, or any interest therein: If upon Lender's request, Guarantor will provide in Lender linearist and credit information which outrently has been, and all tuture linearist information which outrently has been, and all tuture linearist information which outrently has been, and all tuture linearist information which outrently has been, and all tuture linearist condition as of the dates the tinancial information to the provider to information is provided; (G) no meterial edverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Landar and no event has occurred which they materially adversely affect Guarantor's financial condition; (H) no fittigation, claim, investigation, administrative proceeding or similar action flactuating those for unpaid taxes) against Guarantor is pending or threatened; [II Lander has made no representation to Guarantor as to the craditive thinese of Borrower; and [J] Guarantor has ustablished adequate means of obtologing from Borrower on a continuing basis information regarding Borrower's financial condition. Guaranter agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guaranter's risks under this Guarante, and Guaranter further agrees that, obsent a request for information, Lander shall have no obligation to disclose to Guaranter any information or documents acquired by Lender in the course of its relationship with Borrower

QUARANTOR'S FINANCIAL STATEMENTS. Guarantor agrees to furnish Lender with the following:

Tex Returns. As soon as available, but in no event loter than one-hundred-typenty (120) days efter the applicable Pling date for this lax reporting period anderd, Federal and other governmental tex returns, property by a tax professional satisfactory to Lember

All linantial reports required to be provided under this Guzsanty shall be prepared in accordance with GAAP, applied on a consistant basis, and certified by Guereptor as being the end correct.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Bueranter waives any right to require (al. to combine barding money or to extend other credit to Bottower: (B) In make any presentment, protect, demand, or notice of any kind, including notice of any nanpayment of the Indebtadress or of any nanpayment releted to any colleteral, or notice of any action of nancation on the put of Bacrovier.

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# COMMERCIAL GUARANTY

Loan No: 4790042196 (Continued) Page 2

Leader, any surety, endorser, or other guaranter is connection with the indebtedness or in connection with the creation of new an additional loans or obligations; (C) to resurt for payment or to proceed directly or at once against any parameter or any other guaranter; (b) to proceed directly against or obligations any collection between from Borrower, any other guaranter, or any other paramet; (f) to give notice of the terms, time, and place of any public or private sale of paramet property accurity held by Lander from Borrower or to compily with any utility applicable provisions of the Uniform Commercial Code; (f) to pursue any other remedy within Lander's purvet; or (G) to commit any act or onlineis or only with sagingly and or only selection of any kind, or at any time, with sagingly other whatevover.

Quaranter waives all rights of Charanter under Chapter 34 of the Texas Basiness and Commbites Code. Guaranter also visives any and all rights or defenses based on surelyship or impalment of calisteral including, but not limited to, any lights or defenses arising by reason of [A] any fines called the defenses arising by reason of [A] any fines called the defenses arising by reason of [A] any space of the contradiction of any other law prevent leader from bringing any sotion, including a claim for deficiency, against Gueranter, before or after Lender's conventemental of completion of any toterious action, while judicially or by exercise of a power of sale; [8] any shocking vibration of rendering bits in proceed against Borrower (a reimbusement, including without finishing, only loss of rights Gueranter may suffer by reason of any low limiting, qualifying, or discharging the indebtedness; [C] any discharging the indebtedness; [C] any discharging the indebtedness of Borrower, of any other parson, or by reason of this cassation of Borrower's liability from any cause whateover, other than payment or list in tigal tender, of the indebtedness; [C] any right to claim discharge of the indebtedness on the beste of unjustified impaturant of any collecter in or be indebtedness; [C] any definite against Gueranter (a southered), there is outstanding indebtedness which is not barned by any applicable statute of kinitations; or [F] any definite payment and performance of the goods of the actual payment and performance of the landestedness and thereafter bender is forced to rend in the reliad of abstract, the indebtedness shall be considered unpuit for the purpose of the antercement of this Guerarty.

Guaranter further waives and agrees not to assert or claim at any time any deductions to the emount guaranteed under this Guaranty for any claim of actoff, counterclaim, counter demand, recomprised or similar right, whether such claim, damand or right may be asserted by the Sourand, the Guarantor, or both.

GUARANTOR'S INVOERSTANDING WITH RESPECT TO WAIVERS. Guaranter warrants and agrees that each of the waivers set forth above is made with Guaranter's Juli knowledge of its algorithmaches and consequences and that, under the circumstances, the waivers are reasonable and not cuttimy to public policy or law. If any such waiver is detainment to be cuntrary to any applicable law or public policy, such written be effective only to the extent participal by law or public policy.

SUBORDINATION OF BORROWER'S OEBTS TO QUARANTOR. Querantor agrees that the indebtedness, whether now existing or herosture created, shall be superior to any claim that Outgartor may now have or herostite agrice against Borrower, whether or not Borrower becomes insolvent. Querantor inschip expensely suberestles says plain Querantor may have against Borrower, to any claim that Lander may now or heroster through bankruptcy, by an assignment for the benefit of creditors, by yountery Houldelton, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Querantor shall be paid to Lander and shall be first applied by Lander to the indebtedness. Quaranter does hereby easign to Lander shill be its labins which it may have or acquire against Borrower or against any assignment of the indebtedness. If Lender to request, any notes or details now or therefore evidencing any destined or longer the legislature of the (adobtedness. If Lender to requests, any notes or details now or herestite evidencing any destined or objections of Borrower; provided however, that such assignment shall be affactive only lot the purpose of assuring to Lander Ivil payment in legal tender of the (adobtedness. If Lender to requests, any notes or detail agreements now or herestite evidencing any debts or obligations of Borrower to Quaranter shall be marked with a lagarith that the same are subject to this Qualanty and shall be leader. Gorrower agrees, and Lender is hereby sutherized, in the name of Quaranter, from lints to time to life functions patternants and to take such other actions as Lender dayms notessarry or appropriate to partiest, preserve and antiferments and to execute documents and to take such other actions as Lender dayms notessarry or appropriate to partiest, preserve and antiferments and to execute documents and to take such other actions as Lender dayms notessarry or appropriate to partiest, preserve and antiferments

MISCELLANEOUS PROVISIONS. The following miscelleneous provisions are a part of this Guaranty:

Amendments. This Queranty, together with any Related Documents, constitutes the entire understanding and agreement of the pertian as to the matters set forth in this Quetanty. No alteration of or amendment to this Quetanty shall be ellective unless given in writing and aigned by the party or perties sought to be charged or bound by the alteration or amendment.

Attornays' Feast Repurses. Guarantor agrees to pay upon demand all of Lander's costs and expenses, including Lender's consonable altorneys' feas and Lender's legal expenses, incutted in connection with the onlocament of this Guaranty. Lander may blue or pay someone star to help enforce this Guaranty, end Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lander's reasonable storneys' less and legal expenses whether or not there is a lewelli, including Lender's reasonable storneys' fees and legal expenses for benkruptcy proceedings lincluding offers to modify or vacate any automatic stary or injunction), appayls, and any antibilated past-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Governiy.

Coverning Law. This Gueranty will be governed by lederal law applicable to Lundar and, to the extent not precincted by located law, the laws of the State of Takes without regard to fix conflicts of law provisions.

Choice of Venue. If there is a ferrault, and if the transaction evidenced by this Bustenly executed in Bell County, Guaranter agrees upon Landar's request to solutive to the jurisdiction of the courte of Bell County, State of Texas.

Integration. Quaranter further agrees that Quaranter has read and fully understands the terms of this Guaranty; Guaranter has had the opportunity to be advised by Quaranter's intentions and parcel evidence is not required to integred the terms of this Guaranter. Quaranter hereby indemnifies and topics kender herebes from all losses, claims, demages, and costs finciding Lander's attention of the current of the function of the content of the current of t

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall in defined to have been used in the pixel where there is more than one Borrower neared to this Guaranty or when this Guaranty is assecuted by more then one Guarantor, the words "Borrower" and "Guarantor respectively shall meen all and eny que or more of them. The words "Guarantor," "Borrower," and "Lander" include the helrs, excessors, essigns, and transfers of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that lead by itself will not mean that the test of this Guaranty will not be veiled or enforced. Therefore, a court will enforce the rest of the previsions of this Guaranty will not be veiled or enforced. Therefore, a court will enforce the rest of the previsions of this Guaranty will not be veiled or enforced. It any one or more of Borrower or Guarantor ere computations, pastnerships, limited liability companies, or similar entities, it is not necessary for Lander to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other eigents at ling or purposing to act on their bahalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Gueranty shall be given in writing, and, except for revocation notices by Guerantar shall be effective when ectually delivered, when activatily received by telefaceticals funites otherwise required by lawly, when deposited with a nationally recognized overnight courier, or, if meited, when deposited in the United States mail, as first class, certified or registered mail as nationally recognized overnight courier, or, if meited, when deposited in the United States mail, as first class, certified or registered mail and involved to the address above near the beginning of this Gueranty entitled "DURATION OF GUARANTY." Any perty may sheape its address for notices under this Gueranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guerantor agrees to keep Lender informed at all times of Guerantor's current address. Unless otherwise provided or required by law, if there is more than one Guerantor, any notice given by Cendor to any Guerantor is deemed to be notice given to all Guerantors.

No Welver by Lender. Lender shall not be deemed to have walved any rights under this Guaranty unless such waiver is given in writing and signed by Lender. He delay or orisistion on the part of Lender in expectating any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not projution on constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, no any course of dealing between Lender and Guarantor's obligations as to any foture transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute containing consent to subsequent instances where such consent is required and in all cases such consent may be granted or writined in the sole discontain of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor's impress, this Guaranty shall be binding upon and inside to the benefit of the pariles, their successors and essigns.

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COMMERCIAL GUARANTY

Lozii No: 4790042196 (Continued) Page 3

stated to the constart, ell references to dellar occounts shall mean amounts in lawful money of the United Space of America. Words and terms used in the singular shall include the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attained to such terms to the Uniform Commercial Code:

Barrawer. The word "Botrower" means EAGLE EYES INVESTMENTS LLC and includes all co-signers and ad-makers signing the Note and all their successors and assigns.

GAAP. The Word "GAAP" means generally accepted ecounting principles.

Gustantor. The word "Gustantor" means everyone signing this Gustanty, including without limitation times tin, and in each case, any signer's successors and assigns.

Guaranty. The word "Guaranty" means this guaranty from Quaranter to Lander

Amer

indebtodness. The word "Indebtodness" areans florrower's indebtodness to Lander as more particularly described in this Custonly.

Lender. The word "Lender" means Mark One Capital, Inc., its successors and assigns.

Note. The word "Note" means and includes without illustation oil of Borrower's promissory notes end/or credit agreements evidencing Borrower's loan obligations in lever of Lander, logetius write all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

Related Occuments. The words "Related Documents" mass all promissory nates, credit agreements, foan agreements, environmental agreements, quarantes, socially agreements, mortgages, deeds of trust, security deeds, cultivated mortgages, and all other locationments, agreements and documents, whether now or headsher existing, executed in connection with the indebtedness.

EACH UNDERSIGNED QUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH QUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTY FOR EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENUER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED OCTOBER 7, 2008.

QUARANTOR:

17-11

LEGGERMS COMES TO BELLDON CON MEMBERS OF STRONG IN STRONG IN STRONG COMES CONTRACTOR OF STRONG CONTRACTOR OF STRONG

This ADDENDUM TO COMMERCIAL GUARANTY (the "Addendum") is attached to and made a part of that certain Commercial Guaranty made by Limei Lin ("Guarantor") in favor of Mark One Capital, Inc. (the "Guaranty"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Guaranty.

In consideration of good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the undersigned hereby agree as follow:

- 1. The following terms in "Definitions" Section of the Guaranty hereby are inserted or amended to read as follows:
- (i) Business Loan Agreement. The word "Business Loan Agreement" means the Business Loan Agreement of even date herewith between Borrower and London.
- (ii) Notes. The word "Notes" means the Business Loan Agreement and any promissory notes evidencing amounts outstanding from Borrower to Lender under the Business Loan Agreement, together with all renewals of, extensions of, refinancings of, consolidations of and substitutions for the Business Loan Agreement and any such notes.
- 2. Notwithstanding anything contained in the Guaranty, in the Business Loan Agreement, in the Notes or in any of the Related Documents to the contrary, this Guaranty shall only be a guaranty of amounts outstanding under the Business Loan Agreement, the Notes and the Related Documents, including, without limitation, all principal and interest outstanding there under and all fees, costs of collection, advances and other amounts payable to Lender under the Business Loan Agreement, the Notes and Related Documents, but shall not be deemed a guaranty of any other obligations of Borrower to Lender.
- 3. In the event of a conflict between the terms of the Guaranty and the terms of this Addendum, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the undersigned have executed this Addendum, or have caused this Addendum to be executed, as of the May of Other, 2008.

Mark One Capital, Inc.

LENDER:

**GUARANTOR:** 

Limei lin

This ADDENDUM TO COMMERCIAL GUARANTY (the "Addendum") is attached to and made a part of that certain Commercial Guaranty made by Limei Lin ("Guarantor") in favor of Mark One Capital, Inc. (the "Guaranty"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Guaranty.

In consideration of good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the undersigned hereby agree as follow:

- 1. The following terms in "Definitions" Section of the Guaranty hereby are inserted or amended to read as follows:
- (i) Business Loan Agreement. The word "Business Loan Agreement" means the Business Loan Agreement of even date herewith between Borrower and Lender.
- (ii) Notes. The word "Notes" means the Business Loan Agreement and any promissory notes evidencing amounts outstanding from Borrower to Lender under the Business Loan Agreement, together with all renewals of, extensions of, refinancings of, consolidations of and substitutions for the Business Loan Agreement and any such notes.
- 2. Notwithstanding anything contained in the Guaranty, in the Business Loan Agreement, in the Notes or in any of the Related Documents to the contrary, this Guaranty shall only be a guaranty of amounts outstanding under the Business Loan Agreement, the Notes and the Related Documents, including, without limitation, all principal and interest outstanding there under and all fees, costs of collection, advances and other amounts payable to Lender under the Business Loan Agreement, the Notes and Related Documents, but shall not be deemed a guaranty of any other obligations of Borrower to Lender.
- 3. In the event of a conflict between the terms of the Guaranty and the terms of this Addendum, the terms of this Addendum shall control,

IN WITNESS WHEREOF, the undersigne have caused this Addendum to be executed, as of the	
	LENDER:
	Mark One Capital, Inc.
	Name: BRIAN HELLER Title: Executive DIAtura
	GUARANTOR:

Limei Lin

District Court - Bell County. TX
by \_\_\_\_\_\_, Deputy
Lacey Martindale

Burrower:

EAGLE BYES INVESTMENTS LLC

4305 South 3 1st Street Temple, TX 78502 270,233-B

Mark One Capitel, Inc. Corporate Office 19800 MecArthor Bivit. Suite 160 Irvina, CA 92812

Guarantor:

Paine C. Boun 611 W. Newby Avenue San Babriel, CA 81776

CONTINUING GUARANTEE OF PAYMENT AND PEHFORMANCE. For good and valuable consideration, Quaranter absolutely and unconditionally guarantees full end punctual payment and self-section of the Indebtedness of Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and discharge of all Borrower's obligations under the Quaranty against Quarantor even when Lender has not extended Lander's remedies against anyone also obligated to pay the Indebtedness or against any codaters' securing the Indebtedness, this Quaranty or any other guaranty of the Indebtedness. Quarantor will make any payments to Under roll to order, on demand, in legal tender of the United States of America, in same-day funds, without sort-off or deduction or counterclaim, and wis otherwise perform Bottower's obligations under the Note and Related Documents. Under this Quaranty, Quaranty is built to united the Outer of the United States of America, in same-day funds, without sort-off or deduction or counterclaim, and wis otherwise perform Bottower's obligations under the Note and Related Documents. Under this Quaranty, Quaranty's Beblifty is unifinited and Quarantor's beligations are continuing.

INDESTEDNESS. The word "Indebtadness" as used in this Quaranty means all of the principal amount outstanding from time to time and at any one or more times, occured unpeid inferest thereon and all collection costs and legal expenses related theratic permitted by law. Lenders reasonable attentives tees, airling from any and all debts, behildres and obligations of every nature of form, now existing or hereafter arising or cogured, their Borrower individually or collectively or interchangeably with others, owes or will owe Lander. "Indebtadness" includes, without imitation, leans, advances, debts, overdrell indebtedness, credit card imitationables, lease obligations, liabilities and obligations under any interception agreements or torsing outcreapy exchange agreements or commodity price protection agreements or torsing outcreapy exchange agreements or commodity price protection agreements, other obligations within a district or an expension that review, extend, couldity, refinance, consolidate or substitute these debts, is bifilities and obligations whether; voluntarily incorred; due or to become due by their transmitters or exceleration absolute or contingent; fouldated or undiquidated; determined or undepted due or to become due by secondary in nature or arising trans a gueranty or surely; secured or unsecured; joint or saveral or joint and saveral; evidenced by a negociable or non-negotiable instrument or writings; originated by Lender or another or others; bered or unenforceable against Borrower; and originated their reduced or exceptions that may be voldable for any reason (such as interce), insently, ultre viras or otherwisel; and originated their reduced or exceptions and then elterwards increased or relatated.

il Lander presently holds one or more gustanties, or hereafter receives additional guaranties from Quatantos, Lander's rights under all guaranties. Shall be cumulative. This Quaranty shall not luniese specifically provided habor to the contrary) affect or invelidate any such other quaranties. Quarantor's liability will be Quarantor's aggregate flobility under the terms of this Quaranty and any each other unterminated guaranties.

CONTINUING GUARANTY. THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, DN AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR BIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FUR ANY REMAINING AND SUCCEEPING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE GUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

DURATION OF QUARANTY. This Oueranty will take effect when received by Landor without the necessity of any ecceptance by Landor, or any recise to Guarantor or to Borrover, and will continue in full force until all the Indebtudenss incurred or contracted before receipt by Landor of any notice of revocation shall have been fully and finally paid and estailed and of Guaranty's other obligations under this Guaranty shell have "been" performed in "lull. "If Guarantor elects to revoke this Guaranty, Otherence may only do so in willing. Guarantor's virtuen notice of revocation must be mailed to Leader, by certified neall, at Lendor's address listed above as each other place as Landor may risten revocation of this Guaranty will apply only to new indebtedness treated after actual receipt bender of Guarantor's virtuen revocation and Lendor's written acknowledgment of receipt. For this purpose and without limitation, the term "new indebtedness" does not include the indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, fleuidated, determined or not for this purpose and without finitation, "new indebtedness of cas not include all or part of the indebtedness that later the property of the purposes and without finitation," new indebtedness of cas not include all or part of the indebtedness that is incurred by Borrower prior is revocation; incurred under a commitment that became binding before revocation; any renewels, oktansions, substitutions, and modifications of the Indebtedness.— This Guaranty shall-hind Guarantur's estate as to the pdepting, Guarantor's exacutor or administrator or other legal representative may terminate this Guarantur's best in Subject to the (oregoing, Guarantor's exacutor) or administrator or other legal representative may terminate this Guaranty of the Indebtedness school for termination of any other guaranty of the Indebtedness school for a property of the Indebtedness school of the Indebtedness covered by this G

QUARANTOR'S AUTHORIZATION TO LENDER. Guaranter authorizes Lander, either before or after any revocation hereof, without notice or demend and without basening or otherwise affecting Guarantor's liability under this Guaranty, from time to time; (A) prior to revocation as a set forth above, to make one or more additional security or attentials to account to the product of the follower; (B) to after, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the indebtedness or any part of the indebtedness, including harnesses and decreases at the rate of interest on the indebtedness; extensions may be repeated and may be for longer than the original lean term; (C) to take and hold security for the payment of this Guaranty or the indebtedness, and exchange, enlotes, waive, subordinate, tall or decide not to perfect, and release any such security, with or without the abolitution of new collected (D) to release, subordinate, tall or decide not to perfect, and release any such security, with or without the abolitution of new collected (D) to release, substitute, agree not to sue, or deal with any one or more of application of payments and credits shall be made on the indebtedness; [F] to apply such security and direct the order or manner of sale thereof, including without limitation, any nonicolicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lander in its discretion may determine; (S) to self, transfer, seeign or grant participations in all or any part of the indebtedness; and [H] to assign or transfer this Guaranty is whole or in past.

QUARANTOR'S REPRESENTATIONS AND WARRANTRES. Guaranter represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guaranter which would kind to quality in any way the terms of this Guaranty. (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guaranter has full power, right and authority to enter into this Guaranty. (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and du not result in a violation of any law, regulation, court decree or order applicable to Guaranter; (F) Guaranter has not and writ not, without the prior written consent of Lender, sell, lease, sesign, encumber, hypothecele, transler, or otherwise dispose of all or substantially all of Guaranter's easets, or any interest therein; (F) upon Lender's (equast, Guaranter will provide to Lender instantial and credit information in form acceptable to Lender, and all such lineatial information which currently has been, and all future lineatial and credit information which currently has been, and all future lineatial condition since of the dates the financial information which with he provided to Lender and no event has occurred in Quaranter's financial candition since the date of the most secont kinancial statements provided to Lender and no event has occurred which may materially advarsatly affect Guaranter's lineatial of the most secont kinancial candition, claim, investigation, administrative proceeding or similar solion finduling those for unpaid taxes) against Guaranter has established adequate means of obtaining from Burrower on a contituing basis information regarding Burrower's lineatical condition. Guaranter appeals to deceated further agrees that, absent a request for information, Lender shift inferiment or descented further agrees that, absent a request for information, Lender shift in any way affect Guaranter's first under this formation or documents acquired by Lender

GUARANTOR'S FINANCIAL STATEMENTS. Gumanter eyees to lumish Lender with the tollowing:

Tax Ratures. As coon as available, but in no event later then one-hundred-twenty (120) days after the applicuble filling date for the tex reporting parted by a tax professional satisfactory to Lander.

All financial reports required to be provided under this Guaranty shall be prepared in accordance with GAAP, applied on a consistent basis, and contilled by Guaranter as being true and correct.

QUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender. (A) to continue lending money or to extend other cradit to Borrower. (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the indebtedness or of any nonpayment related to any collegest, or notice of any action or nonaction on the part of Borrower.

Loan No: 4790042198 (Continued) Page 2

Leader, any surely, enderest, or other questantor in connection with the indebtedness of in connection with the creation of nervice additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including florrower or any other guaranter; (D) to proceed directly against or exhibits any guilateral held by Lender from Burrower, any other guaranter, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Burrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; no (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatevers.

Guarantur waives all rights of Guarantur under Chapter 34 of the Texas Businese and Commerce Cude. Guarantur also voives any and all rights or defenses based on surelyship or impairment of collateral including, but not limited to, any rights or defenses actioning by reason of (A) any one action, or "anth-deficiency," law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guaranto, before or elter Lander's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of surrecise by Londer which desirons or otherwise advances action, either judicially or by exercise of a power of sale; (B) any election of surrecise by Londer which desirons or otherwise advances action, either judicially or by exercise of a power of sales in proceed against Bourower for reimbursement, Including whitout Ballation, any loss of rights Guarantor may suffer by reason of any law laming, qualifying, or discharging the indebtadness; (C) any disability or other defense of Bourower, of any other guarantor, or of any other agran, or by reason of the caseallon of Bourower's liability from any cause whatsoever, other than payment in full in legal fember, of the indebtadness; (D) any right to chaim discharge of the indebtathase on the basis of unjustified impairment of any collection in the indebtadness; (E) any statute of limitations, or (F) any defense given to governous at law or in equity other than indebtadness which is not bested by any applicable statute of limitations; or (F) any defenses given to governous at law or in equity other than actual payment and performence of the indebtadness. If payment is made by Bourower, whether voluntarity or otherwise, or by any third party, on the Indebtadness and therselver Lander is forced to rendi the amount of that payment to Bourower's trustee in bankruptcy or to any similar person under any fedical or is stee hankruptcy law or law for the relief of debtors, the Indebtadness s

Guaranter tursher waives and egrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of sotolf, counterclaim, counts) demand, recompand or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guaranter, or both.

QUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Quarenter warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the visivers are resourable and not contrary to public policy or law. If any each waiver is determined to be contrary to any applicable law or public policy, such waiver shall be affective only to the extent parmitted by law or public policy.

SUBDRDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the indebtedness, whether now axisting or herealter created, shall be superior to any claim that Guarantor may now have or herealter acquire against Borrower, whether or not Borrower becomes insolvent. Guaranter hereby expressly subordinates any claim Guaranter may have against Borrower, upon any account whateoeer, to any claim that Lender may now or hereafter have against Borrower, in the event of insolvency and consequent liquidation of the essets of Borrower, through bankruptery, by an easignment for the benefit of creditives, by collectery figuidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be itest applied by Lender to the indebtedness. Guarantor done hareby easign to Lander all claims which it may have or peoples against Borrower or against any assignme or trustee in benkruptery of Borrower, provided however, that such assignment shall be affective only for the purpose of assuring to Lender full payment in legal tender of the indebtedness. If Lender so requires, any notes or credit agreements now or hereafter evidencing any debte or obligations of Borrower to Guarantor shall be merked with a tagend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lander is hereby sutherized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other nations as Lender deems mecassary or appropriate to perfect, preserve and antique and under the Guarantor.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guscenty:

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set louis in this Guaranty. No alteration of or emendment to this Guaranty shell be effective unless given by writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Gueranter agrees to pay upon demand all of Lander's costs and expenses, including tender's reasonable attorneys' fees and Lander's legal expenses, included in connection will the enforcement of this Gueranty. Lender may hits or pay surpose also to help anforce this Bueranty, and Gueranter shall pay the costs and expenses of such anforcement. Costs and expenses include Lander's reasonable attorneys' fees and legal expenses whether or not there is a lawcuit, including Lander's reasonable attorneys' fees and legal expenses for benkruptcy proceedings linebuding efforts to modify or vacate any automatic stay or injunction), appeals, and any enfloipated post-judgment collection services. Bueranter also shall pay all court dosts and such additional loss as may be directed by the court

Ception Headings. Ception headings in this Quaranty are to convenience purposes only end are not to be used to interpret or define the provisions of this Guaranty.

Governing Low. This Quaranty will be governed by federal law applicable to Lander and, to the extent not prescripted by federal law, the lowe of the State of Texas willious regard to its conflicts of tax provisions.

Choice of Venue. If there is a jewestir, and it the transaction evidenced by this Guarenty occurred in Bril County, Guaranter agrees upon Lander's request to submit to the jurisdiction of the courts of Bell County, State of Texas.

Integration. Gueranter further agrees that Gueranter has read and fully understands the terms of this Gueranty; Gueranter has had the opportunity to be advised by Queranter's strong with respect to this Gueranty; the Gueranty fully reflects Gueranter's intentions and parol evidence is not required to interpret the terms of this Gueranty. Gueranter hereby indemnifies and holds Lender hereiges from all losses, claims, damages, and coats (including Lender's attenneys' foos) suffered or incurred by Lander as a result of any breach by Gueranter of the wattenties, representations and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Quarantor, then all words used in this Gueranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Burrower named in this Gueranty or when this Gueranty is executed by more than one Gueractor, the words "Borrower" and "Guerantor respectively should mean all and any one or more of them. The words "Quarantor," "Borrower," and "Lender" locked the hales, successors, assigns, and transferess of each of them. If a court finds that any provision of this Gueranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Gueranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Quaranty even if a provision of this Gueranty may be found to be invalid or unanforceothis. If any one or more of Borrower or Guerantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lander to inquire into the powers of Borrower or Guerantor or of the officers, directors, partners, managers, or other agents acting or perporting to act un their bahall, and any indebtedness made or created in relience upon the professaed workers of such powers shall be gueranced under this Gueranty.

Notices. Any notice required to be given under this Gueranty shall be given in writing, and, except for revocation notices by Guerantor, shall be effective when extually received, when exclused by claimassimile (unless otherwise required by taw), when deposited with a nationally recognized overlight coulet, or, it mailed, when deposited in the United States mail, as their class, certified or registered mail postage prepaid, directed to the addresses shown nest the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lander as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may phange its address for notices under this Guaranty hy giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informat all times of Guarantor's current address. Unless otherwise provided or required by fave, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Welves by Lender. No delay of emission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender, No delay of emission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guerenty shall not prejudice or constitute a waiver of Lender's right otherwise to domain exist compliance with that provision or any other provision of this Gueranty. No prior waiver by Lender, nor any course of dealing hetween Lender and Guerantor, shall constitute a waiver of any of Lander's rights or of any of Guerantor's obligations as to any instance shall not constitute. Whenever the consent of Lender is required under this Gueranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guaranty)'s interest, this Guaranty shall be binding upon and have to the benefit of the parties, their excessors and assigns.

stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of Amarico. Words and terms used in the singular and include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Oueranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The world "Borrower" means EACLE EYES INVESTMENTS LLC and includes all co-signers and co-makers signing the Nova and all their successors and assigns.

BAAP. The word "GAAP" means generally occupted ecocumting principles.

Guarantes. The word "Guarantes" meens everyone signing this Guaranty, including without limitation Paine C. Boun, and in each case, any signer's successors and essigns.

Quaranty. The word "Guaranty" masns this guaranty from Guaranter to Londer.

Indebtedness. The word "Indebtedness" means Barrower's indebtedness to bander as more particularly described in this Guarenty.

Lander. The word "Lender" means Mark One Capital, Inc., he auccessors and assigns.

Note. The word "Note" means and includes without limitation all of Sourower's promissory notes and/or credit agreements avidencing Borrower's loan obligations in favor of Lender, together with all senewals of extensions of, modifications of, refinencings of, consolitations of substitutions for promissory notes or credit agreements.

Related Documents. The words "Related Documents" make all premissory notes, credit agreements, last agreements, environmental agreements, paramties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

EACH UNDERSIONED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY DE THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "OURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED OCTOBER 7, 2008.

**OUARANTOR:** 

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This ADDENDUM TO COMMERCIAL GUARANTY (the "Addendum") is attached to and made a part of that certain Commercial Guaranty made by Paine C. Boun ("Guarantor") in favor of Mark One Capital, Inc. (the "Guaranty"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Quaranty.

In consideration of good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the undersigned hereby agree as follow:

- The following terms in "Definitions" Section of the Guaranty hereby are 1. inserted or amended to read as follows:
- Business Loan Agreement. The word "Business Loan Agreement" means the Business Loan Agreement of even date herewith between Borrower and Lender.
- Notes. The word "Notes" means the Business Loan Agreement and any promissory notes evidencing amounts outstanding from Borrower to Lender under the Business Loan Agreement, together with all renewals of, extensions of, refinancings of, consolidations of and substitutions for the Business Loan Agreement and any such notes.
- Notwithstanding anything contained in the Guaranty, in the Business Loan Agreement, in the Notes or in any of the Related Documents to the contrary, this Guaranty shall only be a guaranty of amounts outstanding under the Business Loan Agreement, the Notes and the Related Documents, including, without limitation, all principal and interest outstanding there under and all fees, costs of collection, advances and other amounts payable to Lender under the Business Loan Agreement, the Notes and Related Documents, but shall not be deemed a guaranty of any other obligations of Borrower to Lender. - - -
- In the event of a conflict between the terms of the Guaranty and the terms of this Addendum, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the undersigned have executed this Ad-	dendum, o	ľ
have caused this Addendum to be executed, as of the Bluday of OGOber	2008.	

5 day of <u>UG06 er</u> , 2008
LENDER:
Mark One Capital, Inc.
By: Name: Title:
GUARANTOR:
Paine C. Boun

This ADDENDUM TO COMMERCIAL GUARANTY (the "Addendum") is attached to and made a part of that certain Commercial Guaranty made by Paine C. Boun ("Guarantor") in favor of Mark One Capital, Inc. (the "Guaranty"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Guaranty.

In consideration of good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the undersigned hereby agree as follow:

- 1. The following terms in "Definitions" Section of the Guaranty hereby are inserted or amended to read as follows:
- (i) Business Loan Agreement. The word "Business Loan Agreement" means the Business Loan Agreement of even date herewith between Borrower and Lender.
- (ii) Notes. The word "Notes" means the Business Loan Agreement and any promissory notes evidencing amounts outstanding from Borrower to Lender under the Business Loan Agreement, together with all renewals of, extensions of, refinancings of, consolidations of and substitutions for the Business Loan Agreement and any such notes.
- 2. Notwithstanding anything contained in the Guaranty, in the Business Loan Agreement, in the Notes or in any of the Related Documents to the contrary, this Guaranty shail only be a guaranty of amounts outstanding under the Business Loan Agreement, the Notes and the Related Documents, including, without limitation, all principal and interest outstanding there under and all fees, costs of collection, advances and other amounts payable to Lender under the Business Loan Agreement, the Notes and Related Documents, but shall-not be deemed a guaranty of any other obligations of Borrower-to-Lender.———
- 3. In the event of a conflict between the terms of the Guaranty and the terms of this Addendum, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the undersigned have executed thave caused this Addendum to be executed, as of the day of	
LENDER:	
	11

Name: BRIAN JELLA Title: DELVIVE DIVECTOR

Paine C. Boun

GUARANTOR:

District Court - Bell County, TX \_, Deputy

Lacey Martindale Mark One Capital, Inc.

EAGLE EYES INVESTMENTS LLC Borrower:

4305 South 31st Street Temple, TX 76502

270.2334Bdar:

Corporate Office 19809 MicArthur Blvd. \$010 160 Irvine, CA 92612

Guarantor:

Clara Boun

1032 S. Hädsen Ave Alhambra, CA \$1801

CONTINUING QUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, Guaranter absolutely and uncondition guarantees full and punctual payment and estitization of the indebtatiness of Gurowar to Leader, and the neutormance and discharge of all borrower's obligations under the Note and the Related Occuments. This is a gueranty of payment and performance and not of cullection, so Lender can enforce this Guaranty against Guaranton even when Lender has not exhausted Landat's remedies against anythis also obligates to pay the indebtedness or against any collectedness. Guaranton will make any paymente to Lender or its order, on Jernand, in legal tender of the United States of America, is same day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guaranter's Rebifity is unlimited and Guaranter's obligations are continuing.

INDEBTEDNESS. The word "Indebtedness" as used in this Gueranty means all of the principal amount outstending from time to time and at any one or more times, accrued ungoid interest thereon and all collection costs and legal expenses related thereto permitted by law, Lendor's reasonable attorneys' less, arising from any and all debts, liabilities and obligations of every nature of form, now existing or hereafter erising or acquired, that Barrower individually or collectively or interchangeably with others, ower or will own Lender. "Indebtetimess" includes, without limitation, leans, edvences, debts, avordest indebtedness, aredit and indebtedness, lease obligations, librities and obligations under any interest rele protection agreements or loreign currency exchange agreements or commodity price protection agreements, other obligations, and interest release and any present or future judgments against Borrower, future advances, leans or transactions that ranew, extend, modify. relinance, consolidate or aubstitute these debits, kabilities and obligations whether: voluntarily or levoluntarily incurred; due or to become due by their terms or ancalaration; atsolute or contingent; liquidated or undertail, determined or undetermined; direct or indirect; primary or secondary in nature or origing from a governity or europy; secured or unsecured; joint or expect or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Londer or enother or others; bersed or unenforceable against Surrowor for any reason whateoever; for any transactions that may be validable for any reason (such as intency, insamity, uffits vices or otherwise); and originated then reduced or extinguished and than afterwards increased or reinstated.

If Lender presently holds one or more guaranties, or hersettes receives additional guaranties from Quaranties, tender's rights under all guaranties shall be contrary) affect or invalidate any such other quaranties. Queranter's liability will be Gueranter's appropate liability under the terms of this Queranty and any such other cutterminated guaranties.

CONTINUING GUARANTY. THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGHEES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDESTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDRESS EVEN WHEN ALL OF PART OF THE DUTSTANDING INDEBTEDRESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lander without the recessity of any ecceptance by Lender, or any notice to Guarentor or to Borrover, and will configue in full force until all the Indebtedness incorred or contracted before receipt by Lander of any police of revocation shall have been fully and lineary paid and activities of revocation shall have been fully and lineary paid and activities of revocation shall have been fully and lineary paid and activities of revocation shall have been fully and lineary paid and activities of revocation shall have been fully and lineary paid and activities of revocation fully and will provide the contraction of the provided the contraction of the contraction o been performed in full. If Querantor elects to revoke this Gueranty, Gueranter may only do so in Writing. (Juarantor's written nonice of revocation must be mailed to Lender, by certified mail, at Lander's address lieted above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new indebtedness created after actual receipt by Lander of Guarantor's written revocation and tender's written ecknowledgment of receipt. For this purpose and without Hmitetion, the term "new indebtedness" does not include the and typogr's written exhausted of receipt. For this purpose and without immission, the term "new indebtedness" does not helpide the indebtedness which as the time of notice of revocation is contingent, unliquidated, undetermined or not due and which late becomes absolute, liquidated, determined or due. For this purpose and without limitation, "now indebtedness" does not include all or part of the indebtedness that is: incursed by Borrower prior to revocation; incursed under a committee become inding before revocation; entry incursed under a contribution, and modifications of the indebtedness. This Guaranty shall hand Guarantor sestate as to the indebtedness received beth before and effect Guarantor's death or incapacity, represents and the contribution of Guarantor's death. Subject to the foregoing, Quarantor's death or incapacity, represents and the contribution of Guarantor's death. and allef Guarantor's death or incapacity, regardless of Lender's actual notice of Operantor's death. Subject to the foregoing, Quarantor have executed or administrator or other legal topresentative may terminate this Quaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any enter guaranter or termination of any other guaranty of the inductedness shall not affect the liability of Quaranty. A revocation Lender receives from any one or more Guarantor shell not affect the liability of any remaining Quarantors under this Quaranty. It is enticipated that fluctuations may occur in the aggregate emount of the inductedness occurs by this Guaranty, and Quarantar specifically acknowledges and equest that reductions in the amount of the inductedness, even to see objects (\$0.00), shell not constitute a Lemination of this Quaranty. This Quaranty is binding upon Quarantar and Quarantor's helps, successors and exagins so long as any of the inductedness remains unpelled and even though the inductions may from time to time he zero delitars (\$0.00).

QUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lander, either balore or alter any revocation hereof, without notice or demondand without jessening or athorwise electing Guarantor's liability under this Guarenty, from lines to time: [A] prior to revocation as set forth above, to make one or more additional secured or unaccused leans to Borrawer, to lease equipment or other goods to Borrawer, or otherwise to extend additional credit to Borrawer. [8] to elter, compromise, ransw, extend, accelerate, or otherwise change one or mure times otherwise to extend additional credit to Borrower: [B] to eller, compromise, ranew, extend, accelerate, or otherwise change one or neurs times the interest on the indebtedness, or the indebtedness of the interest on the indebtedness; extensions may be repeated and may be for longer than the original total term; (C) to take and hold security for the payment of this Guaranty or the indebtedness, and exchange, enforce, whive, subordinate, fail or decide not to parfect, and release any such security, with or without the subolitation of new colleters! (D) to release, substitute, agree not to sue, or deal with any one or more of Berrower's sureins, and make on either guerantors on any terms of new manner Lander may chouse; (E) to determine how, when and which application of payments and credits shall be made so the indebtedness; (F) to apply such accurity and direct the order or manner of sale thereof, including without limitation, any conjudicial sale parmitted by the igness of the controlling security agreement or deed of trust, as Lender than the following security agreement or deed of trust, as Lender than the following security agreement or deed of trust, as Lender than the following security agreement or deed of trust, as Lender than the following security agreement or deed of trust, as Lender than the following security agreement or deed of trust, as Lender than the following security agreement or deed of trust, as Lender than the following security agreement or deed of trust, as Lender than the following security agreement or deed of trust, as Lender than the following security agreement or deed of trust, as Lender than the following security agreement or deed of trust, as Lender than the following security agreement or deed of trust. In its discretion may determine: (G) to sell, transfer, easign or grant partisipations in all or any part of the indebtodness; and (H) to easign or transfer this Guaranty in whole or in part.

DUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lander that (A) no representations or egresments of any kind have been made to Guerantor which would limit or qualify in any way the terms of this Gueranty; IB) this Gueranty is executed at Borrower's request and not at the request of Lendor; (C) Quaranter has full power, fight and solitority to enter into this Guaranty; (D) the previsions of this Guaranty de not conflict with a result in a default under any agreement or other instrument thirding upon Quaranter and do not result in a violation of any law, regulation, court decise or order applicable to Quaranter (E) Quaranter thirding upon Quaranter the prior will not avoid not result in a violation of any law, regulation, court decise or order applicable to Quaranter (E) Quaranter that not not you will not will no Custantor's assets, or any interest therein; (f) 'upon tender's requist, flurarant with provide to Lender translation and credit information in form scoppide to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender, and all such financial information which currently has been, and all future financial condition as of the dates the financial information is provided; (d) no material educate change has occurred in Custantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (ii) no Digution, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Gustantor is pending or threatened; ID Lender has made no representation to Gustantor os to the credit vertificate of Burrowar; and [J] Gustantor has established sdequets means of ubtaining from Battomer on a continuing basis information legarding forcover's financial condition.—Guerantor agrees to keep adequately informed from such means of any facts, events, or excumstonces which might in any way effect Guerantor's risks under this Gueranty, and Querantor lumber agrees that, absent a request for information, Lender shall have no obligation to disclude to Guerantor any Information or documents acrowed by Lendor in the course of its relationship with Borrowe

OUARANTOR'S FINANCIAL STATEMENTS. Quarantor agrees to furnish Leader with the following:

Tax Returns. As soon as available, but in no event later then one-hundred-tiventy (\$20) days after the applicable tiling date for the tax reporting paried ended, Faderal and other governmental tax returns, prepared by a tax professional satisfactory to Lander.

All financial reports required to be provided under this Guaranty shall be prepared in oppordance with GAAP, applied on a consistent basis, and certified by Gueranior as being true and corroct.

QUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarenter waives any right to require tender (A) to continue landing money of the extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the indebtedness or of any nonpayment related to any collegeral, or notice of any action or nonaction on the part of Borrower.

## COMMERCIAL GUARANTY

Loan No: 4790942196 (Continued) Page

Lender, any surety, enderser, or other gueranter in connection with the indebtedness or in connection with the creation of new or adultional leans or obligations; (C) to ascert for payment or to proceed directly or at once against any person, including Borrower or any other gueranter; (b) to proceed directly against or exhaust any oclineral held by Lander from Borrower, any other gueranter; us any other parson; (E) to give notice of the terms, time, and place of any public or private alle of personal property security held by Lander from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other refresh within Lander's power; or (G) to commit any act or unlessed of any kind, or at any time, with respect to any matter whatsoever.

Quatantor waives all rights of Gustanior under Chapter 34 of the Texes Business and Commerce Code. Quatantor also waives any and all rights or defenses based on surelyship or impairment of collateral including, but not limited to, any rights or defenses atising by reason of (A) any one action? or "anti-deficiency" leav or any other law which may prevent leader from billinging any action, including a claim for deficiency, against Quarantor, before or after Landar's commencement or completion of any foreclosure action, either judicially or by exercise of a puwer of sale; (B) any election of tenentials by Leader which destroys or otherwise adversely affects Guerantor's subrogation rights or Quarantor is rights to proceed against Borrower for relimbusement, including without limitation, any lass of rights Gustantor my sulfer by reason of any law limiting, qualifying, or discharging the indebtedness; (Cl any disability or other defense of Borrower, of any other parson, or by reason of the ceasartion of Borrower's liability from any course whelsower, other than payment in but in legal tendor, of the indebtedness; (D) any right to claim discharge of the indebtedness on the basis of unjustified impairment of any collaterel for the indebtedness; (E) any stellate of limitetions, if et any time any action or suit hought by Landar against Quarantor is commenced, there is outstanding indebtedness which is not beried by any applicable statute of limitations; or 15] any defense given to guerantors at law or in equity other than actual payment and performance of the indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the indebtedness and thereafter Lander is locad to rank the amount of that payment to Borrower's trustes in backruntery or to any similar parson under any federal or state benkruptor law or few of the relial of debtors, the indebtedness shall be considered unpaid for the purpose of the enforcement of this Gustanty.

Guaranter further systems and agrees not to agreet or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoil, counterclaim, counter demand, recorprishs or similar right, whather such claim, demand or right rinzy be experted by the Borrower, the Guarantor, or both.

QUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the weivers set forth above is made with Guarantor's tall knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be nontrary to any applicable law or public policy, such waiver shall be steedied only to the extent parmitted by law or public policy.

SUBORDINATION OF BDRROWER'S DEBTS TO GUARANTOH. Guarantor agrees that the Indebtedness, whether now existing or hereafter created, shall be superior to any cleim that Guarantor may now have or hereafter agrees against Borrower, whether or not Borrower becomes producent. Guarantor hereby expressly subordinates any cleim Guarantor may have against Borrower, upon any account whistoever, to any cleim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the essents of Borrower, through bankruptery, by an assignment for the banafit of creditions, by voluntary liquidation, or otherwise, the essent of Borrower applicable to the payment of the claims of both Lender and Gustentor shall be poid to Lender and shall be first applied by Lender to the Indebtedness. Guarantor does increbly essign to bender all claims—which if may have no acquire against Borrower or against any assignee—or-trustee—in bankruptery of Borrower; provided however, that such assignment shall be offective only for the purpose of assuring to Lender little payment in legal tander of the Indebtedness. It Lender so requests, only notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legand that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby subhorized, in the name of Guarantor, from time to this four and shall be delivered to Lender. Guarantor and to execute documents and to take such other actions as Lander documents not period, preserve and enforce its rights under this Guaranty.

MISCELLANEOUS PROVISIONS: The following miscelleneous provisions are a part of this Guerenty: — — — — — —

Amendments. This Gueranty, together with any Roteted Documents; constitutes the entire understanding and agreement of the parties as to the matters set forth in this Gueranty. No alteration of or amendment to this Gueranty shall be effective unless given in writing and signed by the party or parties exught to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Guaranter agrees to pay upon demand all of Lender's costs and expenses, including Lender's researchings' fees and Lender's legal expenses, including in connection with the enfastement of this Guaranty. Lender may hire or pay seminone play to be proposed to the proposed to th

Caption Headings. Capting headings in this Observery are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing Law. This Quaranty will be governed by federal law applicable to Lender and, to the extent not presimpted by laderal law, the laws of the State of Texas without regard to lie conflicts of law provisions.

Choles of Venue. If there is a lawsuit, and if the transaction evidenced by this Guaranty occurred in Hell County, Guarantor agrees upon Lender's request to submit to the jurisdiction of the course of Bell County, State of Texes.

Integration. Guaranter further agrees that Quaranter has read and fully understands the terms of this Quaranter has had the opportunity to be advised by Quaranter's attency with respect to this Quaranty; the Quaranty fully reflects Quaranter's intentions and perol evidence is not required to interpret the terms of this Quaranty. Quaranter hereby Indomnilies and holds I ender harmless from all losses, claims, damages, and costs (including Lender's stigmays' less) suffered or incurred by Lender as a result of any breach by Quaranter of the warranties, representations and agreements of this paragraph.

Interpretation, In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be desired to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or whom this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all old any one or more of them. The words "Guarantor," Borrower," and "Lender" include the heirs, successors, assigns, and-transferees-of-each-of-them. If a court finds-thet-any-provision-of-this-Guaranty-is-not-valid-or-should-not-be-enforcedy-that-fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the grovisions of this Guaranty evan if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or flortower or Guaranter are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lander to inquire into the powers of Borrower or Guaranter or of the officers, directors, partners, managers, or other openis octing or purporting to act on their behalf, and any indebtedness made or created in relience upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Querenty shall be given in writing, and, except for revocation notices by Quarantor, shall be effective when actually delived, when actually recognized overright couldry, or, it mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the address shown near the beginning of this Guaranty. All revocation nutices by Quaranter shall be in writing and shall be effective upon delivery to Lander as provided in the section of this Quaranty entitled "DURATION OF QUARANTY." Any party may change its address for notices under this Quaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Quaranter agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Quarantor, any notice given by Lander to any Querentor is deemed to be notice given by Lander

No Waiver by Lender, Lender shall not be deemed to have waived any rights under this Gueranty unless such waiver is given in writing and signed by Lender. No delay or unlesion on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Gueranty shall not projective or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision of any other provision of this Gueranty. No prior waiver by Lender, not any course of deeling between Lender and Guerantor, shall constitute a waiver of any of Lender's rights or of any of Guerantor's obligations as to any fourier transactions. Whenever the consent of Lender is required under this Gueranty. The granting of such consent by Lender in any instance shall not continuing consent to subsequent instances where such consent is required and in all bases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Azzigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

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(Continued)

Page (

stated to the contrary, all references to dellar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the singular, as the contest may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Unitern Connected Code:

Bossewer. The word "Bosower" means EAGLE EYES INVESTMENTS LLC and Includes all co-signers and co-makers signing the Note and all their successors and essigns.

GAAP. The world 'GAAP' means generally accepted accounting principles.

Quaranter. The word "Guaranter" means everyone signing this Quaranty, including without limitation Class Boun, and in each case, any signer's successors and assigns.

Queranty. The word "Gueronty" misens this gueronty from Gueranter to Lender.

indebtedness. The word "indebtedness" means Borrower's Indebtedness to Lender as more particularly described in this Guaranty.

Lender. The word "Lender" means Mark One Capital, Inc., its successors and sesigns.

Note. The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Berrower's loan obligations in layor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

Related Documents. The words "Related Documents" mean all promiseory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, against deeds, colleteral mortgages, and all other instruments, agreements and documents, whether now or herselfer existing, executed in connection with the indebtedness.

EACH UNDERSIGNED GUARANTON ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTON UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON QUARANTON'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE OUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DUBATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED OCTOBER 7, 2008.

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QUARANYOR:

This ADDENDUM TO COMMERCIAL GUARANTY (the "Addendum") is attached to and made a part of that certain Commercial Guaranty made by Clara Boun ("Guarantor") in favor of Mark One Capital, Inc. (the "Guaranty"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Guaranty.

In consideration of good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the undersigned hereby agree as follow:

- 1. The following terms in "Definitions" Section of the Guaranty hereby are inserted or amended to read as follows:
- (i) Business Loan Agreement. The word "Business Loan Agreement" means the Business Loan Agreement of even date herewith between Borrower and Lender.
- (ii) Notes. The word "Notes" means the Business Loan Agreement and any promissory notes evidencing amounts outstanding from Borrower to Lender under the Business Loan Agreement, together with all renewals of, extensions of, refinancings of, consolidations of and substitutions for the Business Loan Agreement and any such notes.
- 2. Notwithstanding anything contained in the Guaranty, in the Business Loan Agreement, in the Notes or in any of the Related Documents to the contrary, this Guaranty shall only be a guaranty of amounts outstanding under the Business Loan Agreement, the Notes and the Related Documents, including, without limitation, all principal and interest outstanding there under and all fees, costs of collection, advances and other amounts payable to Lender under the Business Loan Agreement, the Notes and Related Documents, but shall not be deemed a guaranty of any other obligations of Borrower to Lender.
- 3. In the event of a conflict between the terms of the Guaranty and the terms of this Addendum, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the	undersigned have	executed this	Addendum, or
have caused this Addendum to be executed	l, as of the 🖳 day	of OCHILDEC	, 2008.

LENDER:

Mark One Capital, Inc.

By:
Name:
Title:

GUARANTOR:

Clara Boun

270,233-B

#### MODIFICATION AND FORBEARANCE AGREEMENT

THE STATE OF TEXAS	§	
	<b>\$</b>	 
COUNTY OF BELL	§	

This Modification and Forbearance Agreement ("Agreement") is executed by and among Eagle Eyes Investments LLC ("Borrower"), Paine C. Boun, Limei Lin, Seng C. Lin, and Clara Boun (collectively called "Guarantors") and Bank of the West ("Bank"), for the purposes and consideration set forth herein.

#### Recitais

WHEREAS, Mark One Capital, Inc. previously made a loan (the "Loan") to Borrower, which Loan was evidenced by among other things, the following instruments, all of which were dated and effective as of October 7, 2008:

- (a) Business Loan Agreement;
- (b) Promissory Note (the "Note") in the stated principal amount of \$2,900,000;
- (c) Deed of Trust recorded at Document No. 2008-00042103 in the Real Property Records of Bell County, covering the real and personal property described therein and on the attached Exhibit A (the "Property");
- (d) Assignment of Rents recorded at Document No. 2008-00042104 in the Real Property Records of Bell County;
- (e) Commercial Guaranties signed by each of the Guarantors;
- (f) Life of Loan Reserve Account Agreement.

WHEREAS, the Note, the Deed of Trust, and all other documents and instruments executed as security for or otherwise in connection with the Loan (including those referenced above) are herein collectively called the "Loan Documents" and are hereby incorporated by this reference for all purposes, to the same extent as if set out herein verbatim;

WHEREAS, on October 10, 2008, all of the Loan Documents were assigned and endorsed to the Bank, as evidenced by the Assignments recorded at Document Nos. 2008-00042113 and 2008-00042114 in the Real Property Records of Bell County

WHEREAS, Borrower has requested that the interest rate on the Note be reduced and the monthly payments be interest-only for a 12-month period; and

WHEREAS, the Borrower, Guarantors, and the Bank desire to make certain modifications to the Loan Documents as set forth below.

#### Agreements

NOW, THEREFORE, the parties hereto agree as follows:

- 1. Modification of Interest Rate and Note Payments. The parties agree that, for the period beginning on December 5, 2011 and ending on December 5, 2012, the interest rate on the Note shall be reduced to 5.5% per annum. In addition, the 12 monthly Note payments commencing with the payment due on January 5, 2011 and ending with the payment due on December 5, 2012 shall be interest-only, based on the current outstanding principal balance owing on the Note. So long as there are no defaults under the Loan Documents, Borrower shall not be required to make any principal payments during the period of January 5, 2011-December 5, 2012. The difference in the fully amortized and interest-only payment provided for above shall be added to a balloon payment due at the maturity date of the Note. Provided however, if the Borrower fails to (i) make all payments on the Note (as modified herein) on a timely basis, (ii) pay all ad valorem taxes on the Property, insurance premiums, or other amounts required to be paid under the Loan Documents on a timely basis, and (iii) comply with all other terms of the Loan Documents, the Bank may (in its sole discretion) accelerate the maturity of the Note without further notice, and may exercise all of its rights and remedies under the Loan Documents. Provided further, effective December 5, 2012, the interest rate on the Note shall be revert back to 6.37% per annum, and the regularly-scheduled monthly payments on the Note shall resume on January 5, 2013.
- 2. <u>Reaffirmation.</u> Except as expressly modified in this Agreement, the Borrower and each Guarantor reaffirms all of their respective representations, warranties, covenants, and agreements set forth in the Loan Documents, with the same force and effect as if each were separately stated herein and made as of the date hereof. Guarantors shall continue to personally guarantee the repayment of all of Borrower's obligations to the Bank.
- 3. No default or defenses. Borrower and Guarantors each warrant that none of them have any claims, defenses, or rights of setoff or recoupment with respect to any of the Loan Documents. Borrower further acknowledges and represents that, except for the delinquency described above, no event has occurred, and no condition exists that would constitute a default under the Loan Documents. This Agreement modifies the Loan Documents, but in no way acts as a release of any party from liability, nor a release or relinquishment of the liens securing payment of the Note, including without limitation the liens created by the Deed of Trust. All such liens are hereby renewed, extended,

ratified, confirmed, and carried forward by Borrower in all respects. Borrower and each Guarantors hereby waives, releases and discharges the Bank from any and all complaints, claims, charges, claims for relief, demands, suits, actions and causes of action, whether in law or in equity, which either Borrower or Guarantors asserts or could assert at common law or under any statute, rule, regulation, order or law, whether federal, state or local, on any ground whatsoever, whether or not known, suspected, liquidated, contingent or matured, with respect to any event, matter, claim, occurrence, damages or injury arising out of, connected with or associated with any or all of the Note, Loan Agreement, Deed of Trust, Assignment of Rents or Guaranties, against the Bank or any of its current or former owners, officials. officers, shareholders, directors. affiliates. representatives, servants, attorneys, subsidiaries, parents, divisions, branches, units, successors, predecessors, assigns and employees. This Agreement shall extend and apply to all unknown, unsuspected and unanticipated injuries and damages as well as those may be known. By entering into this Agreement, the Bank does not admit any liability whatsoever to Borrower, Guarantors or to any other person or entity arising out of any claims heretofore or hereafter asserted by Borrower, Guarantors or other person or entity, and Bank expressly denies any and all such liability. This Agreement may not be used as evidence to prove any alleged wrong in any action brought or proceeding initiated by Borrower.

- 4. NO ORAL AGREEMENTS. THIS AGREEMENT AND THE LOAN DOCUMENTS MODIFIED BY THIS AGREEMENT CONSTITUTE A "LOAN AGREEMENT" UNDER SECTION 26.02 OF THE TEXAS BUSINESS AND COMMERCE CODE AND REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.
- 5. <u>Miscellaneous</u>. Any default under this Agreement shall constitute a default under the Business Loan Agreement referenced above. Time is of the essence with respect to all obligations of Borrower and Guarantors. This Agreement may be signed in multiple counterparts, and shall not become effective unless and until (i) it is signed by all parties, and (ii). This Agreement shall be binding upon and inure to the benefit of the Bank, Borrower, Guarantors, and their respective heirs, legal representatives, successors, and assigns. This Agreement may be signed and delivered to other parties via fax or email, followed by the delivery of a signed original counterpart.
- 6. <u>Effective Date</u>. This Agreement shall be effective for all purposes as of December 5, 2011.

[Remainder of Page Blank—Signatures Follow on Next Page]

	EAGLE EYES INVESTMENTS LLC
	By: Paine C. Boren 1-25-12
	Paine C. Boun, Mapager
	d(:
	By: 1 - 2 3 - 12
	Manager
•	<b>.</b>
	Jame C. Bour, 1-25-12
	Paine C. Boun, individually
	The 1-25-12
	Seng C.Lin, individually
	Clara Boun, individually
	Cida Dovas, marradas,
	Lin - 2mic 1-25-12
	Limei Lin, individually
	BANK OF THE WEST
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	(i)
	By:
	Steve M. Dennison
	Vice President

	THE STATE OF CALIFORNIA	§ §		
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5		as acknowled, , and (ii) as a	ged before me on January Manager of Eagle Eyes Invest	, 2012 by ments LLC,
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ı	This instrument we Clara Boun.	as acknowled	ged before me on January _	, 2012 by
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	Modification and Forbearance Agreem	ent 5		

	CERTIFICATE IS AT
	Notary Public in and for The State of CALIFORNIA
THE STATE OF CALIFORNI	§
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	Notary Public in and for

#### "A" TIBIHKT

Field notes for an \$.005 here treet in Temple, Bell County Texas, cut of and a part of the MAXIMO MUNISHNO SURVEY, ABSTRACT \$19, and the treet hereig described being all of Let 1, Block 1, Westward 1.715 Schildwissen, a dedicated smoothwision to the City of Temple, Bell County, Texas, according to the pist of record in Cabinet C. Slide 204-B, Plat Recerck, Bell County Texas, said 8.005 acre treet being more fully described as follows:

Beginning at an iron red found in the East line of South 31st Sweet (FM 1741) for the Northwest corner of the East line of South 31st Sweet (FM 1741) for the Northwest corner of the said Lot 1, Block 1, Westwerd LTD Subdivision, and the most Westerly Southwest corner of a certain 30.8334 sere tract described in a deed to 11. E. But Chocery Company of record in Volume 2728, page 397, Deed Records, Bell County, Texas.

Thence: South 74° 03' 41" Hast, 480.47 feet, an iron rad found and South 74° 03' 41" Hast, 477.72 feet with the North line of this tract, the North line of the said Lot 1, Black 1, Wastward LTD Subdivision, and with the Saint, line of the aforementioned 30.8334 agree tract to an iron rad found for the Northeast corner of this tract, the Northeast corner of the said Lot 1 Block 1, Wastward LTD Subdivision, an Ell corner in the West line of the aforementioned 30.8334 agree tract, and the Northwest corner of a certain 3.667 agree decinage casement to the City of Temple, Bell County, Texas, described in Volume 4088, page 491, Deed Records, Bell County, Texas.

Thence: South 15° 45' 01° West, 351.50 feet with the East line of this tract, the East line of the said Lot 1, Block 1 Westward LTD, the West line of the aforementioned 30.8334 acre tract, being the West line of the above mentioned 30.857 acre draining easement, and with the West line of a certain 0.248 acre Right-of-Way Doed described in a deed to the Chy of Temple, Bell County, Texas, of record in Volume 4066, page 309 Doed Records, Bull County, Texas, to an iron red found in the North line of the remainder of Block 1, Spenish Southwest, for the Southeast corner of this back, the Southeast corner of the said Let 1, Block 1, Westward LTD Subdivision, and the most Southerly Southwest corner of the aforementioned 30.8334 acre than, being also the Southwest corner of the aforementioned 30.8334 acre than he southwest corner of the aforementioned 30.8334 acre than he southwest corner of the aforementioned 30.8334 acre than he southwest corner of the aforementioned 30.8334 acre than he southwest corner of the aforementioned 30.8334 acre than he southwest corner of the aforementioned 30.8334 acre than he southwest corner of the aforementioned 30.8334 acre than he southwest corner of the southwest corner of the aforementioned 30.8334 acre than he southwest corner of the southwest corner o

Thence: North 74" 15' 05" West, 480.73 feet, an iron roll found and North 74" 01' 57" West, 480.73 feet with the South line of this tract, the South line of the said Lot 1, Block 1, Westward LTD Subdivision, the North line of the aforementioned remainder of Block 1, Spanish Southwest, and with the North line of Grady Subdivision, a dedicated subdivision to the City of Temple, Bell County, Texas according to the plat of record in Cabinet C Slide 242-0. Plat Records, Bell County, Texas, to an iron cod found in the East line South 31st Street for the Southwest corner of the tract, the Southwest corner of the said Lot 1 Block 1, Westward LTD Subdivision, and the Northwest corner of Grady Subdivision.

Thence: North 16" 49" 23" Gas, 362.91 feet with the West line of this tract, the West line of the sold Lar 1, Sheek 1 Westward 1." In Subdivision and with the Bast line of South 31st Street to the place of BEGINNING containing 3,005 acres of land.

All begrings are grid bearings based on Texas Plane Coordinates, NADSO, ZONE 4200, and City of Temple Monument #151,10,360,421,12 North and 3,223,026,41 East, Convergence 1deg 31'27'''.

#### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California		)	
County of Los Angeles		} .	
<b>~</b>		- <b>,</b>	
on <u>Jan 25</u> , 2012 before me,	N- 2KI	POCHANA KUL NOTZYY PUBL	٠-
personally appeared PAINE C	IN BOU	N SENG C LIN, CLARA	BCC
and <del>LIMET LINT</del>		/ Name(s) or Signer(s)	
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Commission # 1917381  Notary Public - California	-	ragraph is true and correct	-
Los Angeles County	Ž i	_	
My Comm. Expires Jan 13, 201	5 W	ITNESS my hand and official seal.	
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Lacey Martindale

-270,233-B

Situs

Situs Holdings, LLC
2 Embarcadero Center, Sulte 1300
San Francisco, CA 94111
Phone: 415.374.2820
Fax: 415.374.2704
www.situs.com

July 19, 2013

## NOTICE OF ACCELERATION

#### **VIA FEDERAL EXPRESS**

Eagle Eyes Investments LLC 790 The City Dr. Ste, 100 Orange, CA 92868

Re: \$2,900,000,000 loan (the "Loan") between Eagle Eyes Investments LLC as borrower ("Borrower"), and Bank of the West, as lender, secured, inter alia, by that certain Deed of Trust dated as of 10/07/08 in the original principal amount of \$2,900,000.00 and recorded against real property located at 4305 South 31st Street, Temple, TX in favor of Lender (together with all other documents evidencing or -- securing the Loan, the "Loan Documents"). Account Number: 7801003. -- --

#### Dear Borrower:

The original lender under the Note and Security Instrument, Bank of the West, assigned all of its right, title, and interest in and to the Note, Security Instrument, and all other documents further evidencing, securing, or executed in connection with the indebtedness owed under the Note (collectively, the "Loan Documents") to 650 Frontier LLC ("Lender"). Lender is the current holder and owner of the Note, Security Instrument, and other Loan Documents, Situs Holdings, LLC ("Situs") has been appointed as special servicer by and for Lender.

Under the Loan Documents, you are obligated to make payments of debt service to Lender on a monthly basis. You are hereby provided formal notice that Borrower is in default of its obligations under the Loan Documents for, inter alia, failure to make debt service payments for the months of 8/05/12 through 7/19/13.

Under the Loan Documents, due to your failure to make debt service payments as and when due, Lender is entitled to accelerate the maturity date of the monetary obligations owed under the Loan Documents. You are hereby provided formal notice of Lender's acceleration of the maturity date of the monetary obligations owed under the Loan documents. All monetary obligations owed under the Loan Documents are now immediately due and owing to Lender in full.

Eagle Eyes Investments, LLC July 19, 2013

Please note that Lender may pursue any other available rights and remedies under the Loan Documents or at law or in equity, without further notice or demand, and all as Lender may determine in its sole discretion. Such rights and remedies include, but are not limited to, the appointment of a receiver to take possession of and administer the Property and foreclosure of the Property.

Any partial payment made by Borrower or acceptance of any partial payment by Lender, or any of its representatives or loan servicing agents, of any amount that is not sufficient to satisfy in full Borrower's obligations under the Loan Documents is not intended, and shall not be deemed, to constitute a waiver of Lender's rights, remedies, or recourse under the Loan Documents or at law or in equity. Any application of any such payment is not intended, and shall not be deemed, to be a modification, rearrangement, reinstatement, or extension of the existing Loan Documents. Any such payment shall be applied in such order as Lender may elect in its sole discretion, without any waiver by Lender of its right to pursue any of its rights and remedies under the Loan Documents or at law or in equity.

Lender, or Situs, or other agents, may, from time to time, generate automated billing statements or other statements that are forwarded to Borrower or to other persons or entities on a monthly or other periodic basis. The forwarding to you of any billing statement from this time forward, including any billing statement that purports to state amounts due and owing by Borrower that are different from the accelerated indebtedness owed, may not be relied upon by Borrower, does not act to de-accelerate or reinstate the debt in any manner, and does not result in any waiver of Lender's rights as set forth herein, all of which are reserved in their entirety.

Any past or future negotiation between you or your representatives or agents on the one hand and Lender and its representatives or agents on the other do not and shall not constitute a waiver of Lender's right to exercise its rights and remedies under the Loan Documents or at law or in equity. Any alleged waiver of any of Lender's rights shall not be effective unless in writing duly executed by an authorized representative of Lender. Neither Borrower nor any other obligor for the indebtedness owed under the Loan Documents shall be entitled to rely upon any oral statements made or purported to be made by or on behalf of Lender or its agents in connection with any alleged agreement by or on behalf of Lender to refrain from exercising any of Lender's rights under the Loan Documents or otherwise at law or in equity.

Nothing set forth herein is intended, and shall not be deemed, to modify, limit, release, reduce, or waive any of Lender's rights, remedies, or privileges under the Loan Documents, or at law or in equity, all of which are hereby specifically reserved. Furthermore, the enumeration of any specific default herein is not intended and shall not be deemed to waive other defaults that may currently exist under the Loan Documents.

Eagle Eyes Investments, LLC July 19, 2013

If you wish to engage in any discussions with Lender with respect to the obligations owed under the Loan Documents, or you need payment instructions, please contact me directly.

Sincerely,

Jason Reed Asset Manager

(267) 282-6728

cc:

Clara Boun

– 1032-S. Hidalgo-Ave. –

Alhambra, CA 91801

Paine C. Boun

\_61 L W. Newby Ave. \_ \_

San Gabriel, CA 91776

Limei Lin

---511 W. Newby Ave. -------

San Gabriel, CA 91776

Seng C. Li

\_\_1032\_S. Hidalgo Ave. \_ \_ \_ \_ \_

Alhambra, CA 91801

Oshelia Nerman, District Clerk
District Court - Bell County, TX
by , Deputy

Lacey Martindale

270,233-B



Situs Holdings, LLC

2 Embarcadero Center, Suito 1300
Sun Francisco, CA:M111 - - Phone: (415) 374-2820
Fax: (415) 374-2704
www.situs.com

December 19, 2013

#### FEDEX: DELIVERY NOTIFICATION REQUIRED

Eagle Eyes Investments LLC 790 The City Drive, Suite 100 Orange, California 92868 Eagle Eyes Investments LLC 4305 South 31st Street Temple, Texas 76502

Limei Lin 511 W. Newby Avenue San Gabriel, California 91776

Clara Boun 1032 S. Hildago Ave. Alhambra, California 91801

Paine C. Boun 511 W. Newby Avenue San Gabriel, California 91775 Seng C. Lin 1032 S. Hidalgo Ave. Alhambra: California 91801

E: Property: 4305 South 31st Street, Temple, Texas 76502 Loan Number: 7801003

Ladies and Gentlemen:

As you are aware, Situs Holdings, LLC ("Situs") is the servicer and attorney-in-fact for 650 Frontier LLC ("Lender"). Lender is the owner and holder of thet certain Promissory Note dated October 7, 2008, in the original principal amount of \$2,900,000.00 (the "Note"), the maker of which is Eagle Eyes Investments LLC ("Borrower"). Lender is also the owner of and current beneficiary under that certain Deed of Trust dated October 7, 2008 (the "Security Instrument"), signed by Borrower, pursuant to which Lender has a lien on and security interest in certain real property, and improvements thereon, located at 4305 South 31st Street, Temple, Texas 76502, and certain personal property owned by Borrower in connection therewith (such real and personal property being hereinafter referred to collectively as the "Property"). Further, Lender is the owner of those four Commercial Guarantys dated October 7, 2008 (collectively, the "Guarantys"), signed by Limci Lin, Paine C. Boun, Clara Boun, and Seng C. Lin (collectively, "Guarantors").

The Note, Security Instrument, Guarantys, and all other documents further evidencing, securing, or executed in connection with the indebtedness owed under the Note are, together with the Note, hereinafter referred to as the "Loan Documents." The loan transaction evidenced by the Loan Documents is hereinafter referred to as the "Loan."

Lander's predecessor-in-interest, Bank of the West, entered into a Modification and Forbearance Agreement, dated December 5, 2011 (the "Forbearance Agreement"), with Borrower and Guarantors. Under the Forbearance Agreement, Bank of the West agreed to temporarily accept interest-only monthly payments from Borrower at a reduced interest rate, with the difference between the regular payments and reduced interest payments being added to the balloon payment due on the Loan at maturity. Also under the Forbearance Agreement, Borrower agreed to resume making its regular monthly payments on January 5, 2013. Borrower's regular monthly payment amount was \$18,256.21.

46683749,3

Eagle Eyes Investment LLC December 19, 2013 Page 2

I have been informed that Borrower alleges that a representative of Bank of the West orally agreed to extend the time period for interest-only payments beyond the January 5 deadline stated in the Forbearance Agreement. In Section 4 of the Forbearance Agreement, however, Borrower agreed, in all bold and capital letters, that the terms of the Forbearance Agreement may not be modified by oral agreements. If Borrower is in possession of any written modification of the Forbearance Agreement, please forward that to my attention. Otherwise, Lender will adhere to the written terms of the Loan Documents and Forbearance Agreement.

Lender became the owner of the Loan and Loan Documents in November 2012. After January 5, 2013, Lender received the following partial payments on the Loan:

 January 11, 2013	\$12,463.65
January 15, 2013	\$12,879.10
February 11, 2013	\$12,879,10
March 12, 2013	\$12,879.10
 April 12, 2013	\$12,879.10
May 14, 2013	\$12,879.10
June 10, 2013	\$12,879,10
July 11, 2013	\$12,879,10

On July 19, 2013, due to Borrower's failure to make its regular monthly payments for the months of January 2013 through July 2013, Lender accelerated the materity date of the Lean in accordance with the terms of the Lean Documents. Lender, acting by and through its servicer, Situs, sent a letter dated July 19, 2013, notifying Borrower and Guarantors of Lender's acceleration of the Lean (the "Acceleration Letter"). A copy of the Acceleration Letter is enclosed with this letter for your reference. Note that the Acceleration Letter incorrectly states that Borrower was in default for its failure to make debt service payments for the time period of August 5, 2012, through July 19, 2013. The time correct period for Borrower's payment defaults is January 2013 through July 2013.

I have been informed that Jason Reed at Situs and Yan Lin, which is Borrower's and Guarantors' representative with respect to the Loan, discussed via email in October 2008 whether the effective date of the acceleration of the Loan should be February 5, 2013. Lender hereby confirms that the correct date of the acceleration of the Loan is July 19, 2013, which is the acceleration date stated in the Acceleration Letter.

After the Loan was accelerated, Borrower made the following additional partial payments on the Loan:

August 8, 2013	\$12,879.10
Septémber 11, 2013	\$1,2,879,10
October 11, 2013	\$14,335.28
November 12, 2013	\$14,813.13
December 12, 2013	\$14,335.28

Borrower's post-fortesamer and post-acceleration payments were not in compliance with the Loan Documents, and acceptance of these payments shall not constitute or be deemed or construed as a waiver of any default under the Loan Documents caused by your failure to make the full payment required thereby. In addition, acceptance of these payments or any future payments less than the full amount required under the Loan Documents, shall not constitute or be deemed or construed as a cure of any existing default under the Loan Documents, a modification of the 1 may 4662749.3

Eagle Eyes Investment LLC December 19, 2013 Page 3

Documents, or a waiver, modification, relinquishment, or forhearance by Lender of any of its rights or remedies under the Loan Documents or at law or in equity, all of which rights and remedies Lender hereby expressly reserves.

Lender shall insist upon and hereby demands exact compliance with all of the terms and conditions of the Loan Documents, including the obligation to pay all amounts due and payable in accordance with the terms thereof. In that regard, enclosed with this letter is a payoff statement showing the amounts currently due and owing on the Loan.

Borrower has been in continual payment default since January 2013. Accordingly, Lender has elected to proceed with foreclosure of the Property. You will be receiving formal notice of the foreclosure from Lender's counsel, Polsinelli PC.

If you have any questions regarding the contents of this letter, please contact me. If your counsel has any questions, please have him contact Lender's counsel, Aaron Jackson, at \$16-360-4277 or ajackson@polsinelli.com.

Sincerely,

Rick Sanchez Asset Manager

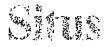
(415) 374-2836

Enclosures

Cc: Via FedEx

Joel T. Shackelford, Esq. Kaufman Dolowich Voluck I 1755 Wilshire Boulevard, Suite 2400 Los Angeles, California 90025

<u>Vîa Emaîl</u> Aaron Jackson at ajackson@polsinelli.com



# **EXHIBIT B**

server MAIL TO ATTY

# THE STATE OF TEXAS

#### NON-RESIDENT CITATION

Cause No. 270233 - 0

ORIGINAL

To

SENG C LIN 1032 S HILDAGO AVENUE ALHAMBRA, California 91801

**Defendant,** in the hereinafter styled and numbered cause:

You are hereby commanded to appear by filing a written answer to the PLAINTIFF'S ORIGINAL PETITION at or before 10:00 a.m. on the first Monday following the expiration of twenty (20) days from the date of service hereof, with the clerk of the 146TH DISTRICT COURT, Bell County, Texas, to be held at the Bell County Justice Complex Building, District Courts in Belton, Texas, a copy of which accompanies this citation, in cause number 270233 - 0, styled

650 FRONTIER LLC VS SENG C LIN

filed in said court on May 01, 2014.

This was issued at the request of attorney: JAMES BILLINGSLEY, ATTORNEY AT LAW 1717 MAIN ST. STE. 2800 DALLAS, TEXAS 75201.

NOTICE TO Defendant: You have been sued. You may employ an attorney. If you, or your attorney, do not file a written answer, with the clerk who issued this citation by 10:00 AM on the first Monday following the expiration of twenty (20) days after you were served this citation and petition, a default judgment may be taken against you.

Witness, Shelia Norman, District Clerk of Bell County, Texas.

Issued and given under my hand and seal of said Court at office in Belton, Texas, on May 02, 2014.

Shelia Norman, District Clerk

Bell County Texas 1201 West Huey Road P.O. Box 909 Belten, Texas 76513

Deputy Clerk

# CITATION RETURN OF SERVICE IN ANOTHER STATE

Cause No. 270233 - 0

650 FRONTIER LLC VS SENG C LIN IN THE 146TH DISTRICT COURT BELL COUNTY, TEXAS

ADDRESS FOR SERVICE: SENG C LIN 1032 S HILDAGO AVENUE ALHAMBRA, California 91801

### **OFFICER'S RETURN**

Came to hand on the	day of	1	, 20, at	, o'clock	m., and
Came to hand on theexecuted innamed defendants in person, accompanying copy of the PLAI Name Da	County, State a true copy of this Cintiff's ORIGINAL Plate/Time	ETITION at the follows	ing times and p	laces, to-wit:	of the within ther with the
And not executed as to the defe	ndant(s),				
The diligence used in finding sa	id defendant(s) being:				
and the cause or failure to exec	ute this process is:				1
and the information received as	to the whereabouts of	said defendant(s) beir	ng:	<u> </u>	
FEES: \$	<u> </u>				
Serving Petition and Copy  \$		<u></u>		, Officer	
Total		County of		,	
		State of			
		Ву:		, Deputy	
COMPLETE IF YOU ARE A P In accordance with TRCP Rule the return. The return must o perjury must contain the stater	e 107; the officer or au either be verified or be	thorized person who se signed under penalt	FABLE, OR CL serves, or attem to of periury.	ipts to serve, a citati	ion shall sign
"My name is(First, Mid	dle, Last)	_, my date of birth is _		, and my a	address is
(Street, City I DECLARE UNDER PENALT)	y, Zip) Y OF PERJURY THAT	THE FOREGOING IS	TRUE AND C	ORRECT.	*
Executed in	County, State	of	, on the	day of	·
		Declarant/Aut	Declarant/Authorized Process Server		
		(ld # & expira			

Rule 108. - Service in Another State. Where the defendant is absent from the State, or is a nonresident of the State, the form of notice to such defendant of the institution of the suit shall be the same as prescribed for citation to a resident defendant; and such notice may be served by any disinterested person who is not less than eighteen years of age, in the same manner as provided in Rule 106 hereof. The return of service in such cases shall be completed in accordance with Rule 107. A defendant served with such notice shall be required to appear and answer in the same manner and time and under the same penalties as if he had been personally served with a citation within this State to the full extent that he may be required to appear and answer under the Constitution of the United States in an action either in rem or in personam.